

The complaint

Mrs G has complained that Aviva Insurance Limited (Aviva) unfairly dealt with a claim under a home emergency policy.

Mrs G is represented in this complaint but, for ease, I will normally only refer to her. References to Aviva include companies acting on its behalf.

What happened

Mrs G contacted Aviva when a light in her kitchen developed a fault. Aviva sent an engineer who said he could fit a pendant light to replace the faulty light fitting. However, this was a different light fitting to the one that was previously there. The engineer said the policy didn't cover a like for like replacement, but if Mrs G bought a light fitting, Aviva would come back and fit it.

Mrs G bought a new light fitting and Aviva fitted it. Mrs G asked Aviva to refund the cost of the light fitting. However, Aviva said the policy didn't cover the cost of Mrs G buying her own light fitting. When Mrs G complained, Aviva maintained its decision not to cover the cost of the light fitting.

So, Mrs G complained to this Service. Our Investigator didn't uphold the complaint. She said Aviva had acted in line with the terms and conditions of the policy. It had offered a replacement light. It had also offered to fit a light provided by Mrs G. She said this was fair.

Mrs G didn't agree. She said the policy said it covered parts, it didn't say it would supply a vastly inferior replacement part and the policy exclusions didn't apply to this claim. So, the complaint was referred to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I don't uphold this complaint. I will explain why.

Looking at the policy, it said it covered electrical emergencies and the breakdown of the electrical wiring. An engineer visited and said the light couldn't be repaired and needed to be replaced. Aviva offered Mrs G a replacement light. Mrs G has said the light fitting offered wasn't reasonable. It was a different type of light fitting and she said it was considerably cheaper than the kitchen light fitting it would replace.

The policy explained that for replacement parts:

"Where we replace parts, these will be [the policy brand] approved standard alternatives. They will not necessarily be identical, the same make and model or same type of fitting."

So, the policy explained that replacement parts would be its own approved standard alternatives and that these might not be identical to the part it was replacing. I'm aware Mrs G has said it was fair to infer from the use of the word "*necessarily*" that this was to protect insurers where a replacement part was simply unavailable, but that the policy didn't say the part would be vastly inferior. However, looking at the policy, it didn't say a part being unavailable was the only circumstance in which it would provide a part that was different.

I also note there was an exclusion that said:

"The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:

j) like for like replacement of parts. Our engineer can fit an alternative part supplied by you (so long as it complies with British Standards and regulations) (e.g. a switch or tap), however this part will not be guaranteed by us."

So, I think the policy made clear that it didn't provide like for like parts. However, it said that where a policyholder provided a part, it could fit this. It offered Mrs G this option and, it's my understanding, later fitted the part she provided. So, I think Aviva did what it said it would under the policy.

Mrs G has also said Aviva should pay for the light fitting she purchased because the policy said it covered parts. Looking at the policy, one of the benefits it described was that it covered parts. However, it also explained that replacement parts were its own approved standard alternatives. Aviva offered to fit a new part, which was the pendant. So, it did what it said it would under the policy. However, the policy didn't say it would cover the cost of parts of the policyholder's own choosing. It only said it would fit them.

So, based on everything I've seen, I think Aviva did what it said it would under the policy and that it doesn't need to pay for the part Mrs G provided. As a result, I don't uphold this complaint or require it to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 10 December 2024.

Louise O'Sullivan
Ombudsman