

The complaint

Miss Q complains about how Aviva Insurance Limited (“Aviva”) handled a claim to repair some electrical problems under her home electrics insurance policy. When I mention Aviva I also mean its suppliers.

What happened

Miss Q had a home electrics insurance policy with Aviva.

She contacted Aviva because she’d noticed a light switch was loose, a fuse box was cutting out frequently and smelling, and to check the wiring so she could fit a cooker.

Aviva sent an electrician who fixed the light switch. The electrician said they’d tested the fuse box but found no faults, so it didn’t need to be replaced, and the cooker wiring hadn’t been installed correctly, so it wasn’t covered by the policy. The electrician told Miss Q she’d need to use her own electrician to carry out the other work.

Miss Q said Aviva hadn’t tested the fuse box,

She brought her complaint to this service. She asks for ten years worth of premiums to be refunded to her as she’d paid for the product for this long, but when she claimed, Aviva didn’t cover her. She also complains about Aviva’s actions during her complaint, when it didn’t call her about her complaint.

As Miss Q wasn’t happy, she brought her complaint to this service. Our investigator looked into the complaint and thought it wouldn’t be upheld. He said he thought Aviva had acted according to its terms and conditions.

Miss Q didn’t agree with the view. She has cancelled her policy. Because she didn’t agree, her complaint has been passed to me to make a final decision.

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 read the file of information, I’m not upholding Miss Q’s complaint. I do appreciate this will be disappointing for her, and I’ll explain why I’ve decided this.

I can see that Aviva’s policy wording means it will provide this cover:

“You are covered for an electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut.

Examples of claims covered

Breakdown of fuse box.

Failed electrical switch, broken electrical switch.”

It's my understanding that Aviva's engineer fixed the problem with Miss Q's light switch.

Turning next to the fuse box. There's a comment in the engineer's report that Miss Q asked for her fuse box to be replaced because it was old. Miss Q says she was claiming because of the irregular fuse box behaviour, and the smell coming from it.

Miss Q states that the fuse box is located high up on a wall, and she says *“not one of fittings was taken out and checked”*.

It seems to me that this is the central issue in Miss Q's complaint. That her fuse box was faulty, and Aviva didn't check it, and instead just said it was working properly.

But the report sent to Aviva by its engineer notes that the fuse box had a response time and polarity. What this would seem to mean is that the fuse box was tested by the engineer.

And having read the report, I think it's more likely than not that Aviva's engineer did test the fuse box and found that it wasn't faulty.

I do appreciate Miss Q's strength of feelings about this, but Aviva has provided me with evidence in the form of a reading, and I am therefore persuaded by its evidence.

The wiring for the cooker was found to be below British Standard requirements when the engineer tested it, which means it was excluded under the policy. I can't say Aviva acted unfairly in how it rejected that part of Miss Q's claim.

Miss Q has also complained at length about Aviva's handling of her complaint and I can see he's been very distressed about Aviva's actions in not updating her or responding to her. I'll explain that complaints specifically about complaint handling don't fall into this service's jurisdiction, so unfortunately I'm not able to consider this issue further here.

Miss Q has also asked that Aviva return several years of premiums to her, as she hadn't made a claim and then feels so badly let down when she did claim. But I'd point out that Aviva did respond to her claim, and it did fix one problem for her. And her policy has stood ready for several years waiting for her to claim on it. So I think Aviva would likely have responded to a claim she'd made, and I can't fairly ask it to refund her premiums.

It follows that I'm not upholding this complaint.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Q to accept or reject my decision before 3 February 2025.

Richard Sowden
Ombudsman