

The complaint

Mr P complains about the response of Aviva Insurance Limited ('Aviva') to a claim he made under his home emergency insurance policy.

Aviva are the underwriters (insurers) of this policy. Much of Mr P's dissatisfaction concerns the actions of Aviva's appointed agents. As Aviva have accepted responsibility for their agents' actions, any reference to Aviva in my decision should be interpreted as covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr P and Aviva. Rather than repeat in detail what's already known to both parties, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr P took out a home emergency policy with Aviva on 7 December 2024. On 4 January 2025, Mr P made a claim on his policy for broken light switches. An electrician attended on 6 January 2025 and replaced a broken light fitting, but didn't resolve the claim for broken light switches. Mr P got in touch with Aviva and a second appointment was arranged for 7 January 2025. The same electrician from the first appointment attended and Mr P was unhappy with this. That electrician said that there was an issue with the wiring at the property. Mr P contacted Aviva again and requested a different electrician was sent out. Aviva said they wouldn't send someone out as there had been an installation issue and this wasn't covered by the policy, but if Mr P provided evidence to show this wasn't the case, they'd consider it.

Mr P was unhappy and he raised a complaint. Aviva partially upheld it. They said the electrician should have updated the visit notes after their first visit. They offered £25 compensation for any inconvenience caused. Mr P referred his complaint to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that Aviva needed to do anything further. As the dispute has remained unresolved, the complaint has been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

It's not the role of our Service to determine the cause of the electrical issues Mr P experienced at his property. Instead, it's our role to determine if, on balance, Aviva fairly considered and responded to the claim Mr P made. I'll also be considering the service provided whilst responding to the claim.

When referring his complaint to our Service, Mr P stated (email dated 5 April 2025):

"I am writing to raise a formal complaint against HomeServe due to their poor delivery service, lack of appropriate follow-up, and unsatisfactory handling of my complaint."

Under the relevant DISP rules, before our Service can consider a complaint, a financial business must first be given the opportunity to respond to that complaint. I haven't seen any evidence that Mr P has specifically raised a complaint with Aviva about their handling of his complaint. Therefore, I won't specifically address that point, but I will broadly consider the overall service provided when they responded to this claim.

The declined claim

Aviva's electrician concluded that there was an issue with the fitting/installation of wiring and this was causing the problem Mr P reported:

07/01/25 - engineer attended - electrics not to standard
[RISK_ASSESSMENT]: Electrics not to standard.
Electrics to kitchen not up to standard. Engineer rang Homeserve from site to explain the situation. Customer would not let electrician in to property so we cannot get any photos. However from yesterdays visit we can deduce that there is no earthing to the electrics in the kitchen. The earth wires have been cut out. Metal light switches. 10 kitchen spotlights. 6 working, 4 not working. The 4 that are not working have been wired in cable that has no earthing. Customer understands that this isn't correct but was hoping for another company to attend who would maybe give him a different answer.

I understand Mr P strongly disputes this, but the counter evidence he has provided doesn't undermine the evidence relied on by Aviva. This is the extent of the report Mr P has provided:

Inspection and fault diagnosis on lighting circuit in the kitchen As light worked occasionally Fault diagnosed to be damaged copped on the line terminal In the switch
Checked all lights before resolving to be at the switch

Based on the available evidence, I'm satisfied that Aviva fairly relied on the opinion of the electrician sent to Mr P's property to fairly decline this claim in line with the policy terms. Below is the relevant term relied on:

"Any defect, damage or Breakdown caused by malicious or willful action, negligence, misuse or third-party interference, including any attempted Repair or modification to the elements covered by this Policy, which does not comply with British Standards."

The service provided

Having listened to Mr P's call with Aviva on 7 January 2025, I find that they made it clear what they'd need from him to reconsider the declined claim. I don't agree with Mr P that they later changed the evidential requirements.

Mr P has said he paid £120 to have an independent electrician come out to carry out the repair. I won't be directing Aviva to reimburse him for this cost as I've found they fairly

declined the claim and they didn't make any promise to reimburse him in the 7 January call. They simply said they'd reconsider any evidence Mr P could provide.

Mr P has raised an issue with the same electrician visiting twice. It's normal practice that a customer wouldn't get to choose which electrician visited their property. Here, it seems that Mr P was simply unhappy with their opinion following the first visit and wanted a second opinion. I don't find that Aviva have acted unfairly when the same electrician visited for a second time – as I haven't concluded, on balance, that they reached an unreasonable conclusion that's undermined by the evidence provided by Mr P.

Aviva accepted that by their electrician not adding sufficient notes detailing the first visit and why a repair wasn't carried out, they've let Mr P down. It's likely that had sufficient detail been added to the notes, when Mr P contacted Aviva after the first visit, they wouldn't have agreed to send an electrician for a second time. They offered £25 as a gesture of goodwill and I find that to be fair, reasonable and proportionate – relative to the impact on Mr P.

The policy excess

Mr P has requested his policy excess be refunded. The policy excess is the first part of a claim payable by Mr P. It is non-refundable and I note Mr P did have a repair carried out by Aviva during the first visit. I don't uphold this complaint point.

Summary

I don't uphold this complaint, but for completeness, as Mr P has confirmed the £25 offered in Aviva's final response letter hasn't been paid (as he didn't accept it), I'm directing Aviva to now pay it. I acknowledge that this was made as a 'good will' offer, but I find in the circumstances of this complaint it fairly needs to be paid to recognise the avoidable impact on Mr P.

Although this decision contains a direction, the overall complaint outcome will be recorded as 'no change in outcome' - as this offer was made by Aviva prior to Mr P referring his complaint to our Service.

Putting things right

Aviva Insurance Limited need to pay Mr P the £25 they offered in their final response letter.

My final decision

My final decision is that overall I don't uphold this complaint, with the exception of requiring Aviva Insurance Limited to pay the £25 they previously offered.

Subject to Mr P responding to accept the final decision before the deadline set out below, Aviva Insurance Limited will need to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 25 September 2025.

Daniel O'Shea
Ombudsman