

The complaint

Mrs B is unhappy that Aviva Insurance Limited declined a claim under her home emergency policy.

What happened

Mrs B has a home emergency policy with Aviva that includes cover for problems with her home's electrics. She made a claim under the policy after a socket in her garage stopped working. She used the socket to plug in a freezer.

Aviva sent an engineer who identified a fault. Mrs B says she was told it could be fixed but he didn't have the necessary parts.

Mrs B says she then had a phone call to say that they had the parts and an engineer would return later that day to repair the fault. A different engineer attended on this occasion. He advised that the cable leading to the socket had been incorrectly installed and was unsafe to use.

Aviva declined the claim. It said the policy didn't cover issues caused by incorrect installation. Mrs B wrote to Aviva asking various questions. In particular she couldn't understand why she had originally been led to believe that socket would be replaced and what she was actually covered for. Aviva sent a final response letter explaining that it didn't cover a fault caused by the installation.

Mrs B referred her complaint to this service. Our Investigator thought it was fair for Aviva to say that the damage wasn't covered by her policy. But she thought Aviva hadn't handled the claim well and recommended that Aviva should pay Mrs B compensation of £100 for that.

Aviva accepted our Investigator's recommendation. Mrs B said she just wanted to be able to use her freezer and didn't want compensation. As Mrs B didn't agree, the matter has been 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.

Mrs B's policy covers her for emergencies caused a problem with her electrics. But there are a number of things which aren't covered by the policy. These include:

"Systems, equipment or appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall."

The second engineer found a problem with the insulation resistance in the cable leading from the house to the socket in the garage. He said the cable was damaged and loosely

attached to a fence. He reported that the insulation resistance readings were very low which meant that the wiring was unsafe. He said the cable to the garage needed to be replaced *“with a cable more suited to cope with external influences”*. He didn’t think the wiring met modern safety standards.

In my opinion the electrician’s report and supporting photos mean it was reasonable for Aviva to say the problem was due to a fault with the installation of the socket. I think it’s more likely than not that the installation failed to meet the relevant British Standards. As that is specifically excluded under the policy terms, I don’t think Aviva treated Mrs B unfairly by declining her claim.

I can see why Mrs B was very disappointed that her claim was declined after she had been led to believe an engineer was coming back with the necessary parts to repair the fault. Understandably she sought an explanation from Aviva about this. She could only communicate with Aviva by letter. I think Aviva caused her unnecessary trouble and upset by not answering her queries in any detail. It was aware that Mrs B is an elderly lady caring for a disabled family member. I think it should have taken more care in how it responded to her. In the circumstances I agree with our Investigator that the sum of £100 is appropriate to compensate Mrs B for the trouble and upset caused by this.

My final decision

For the reasons given above, I uphold this complaint in part. I require Aviva Insurance Limited to pay Mrs B compensation of £100.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs B to accept or reject my decision before 17 September 2025.

Elizabeth Grant
Ombudsman