

The complaint

Miss S is complaining about the service Aviva Insurance Limited provided when she asked for assistance through her home emergency policy. She says she's significantly out of pocket as a result of Aviva's actions.

What happened

In November 2024 Miss S contacted Aviva to say the boiler in her property that she rents out had stopped working. Aviva arranged for an engineer to attend who took a water sample away. Aviva later advised Miss S that a power flush was required before repairs could be carried out. Miss S arranged for the power flush and then contacted Aviva a number of times for updates as to when the boiler would be repaired. But, after a few weeks and the boiler still not working, Miss S arranged for the boiler to be replaced. And she raised a complaint with Aviva asking it to cover her expenses.

Aviva accepted it had delayed the claim and paid her £300 in compensation. But it didn't think it was liable for the cost of replacing the boiler. Miss S didn't agree, so she referred her complaint to this Service.

Our Investigator didn't think Aviva was liable for the cost of replacing the boiler as he was satisfied it could have repaired the boiler. He also thought £300 was fair compensation for the distress and inconvenience Aviva had caused Miss S. But he said Miss S had advised she'd paid £60 for heaters to keep the house warm. And he thought Aviva should pay to replace these.

Aviva said Miss S hadn't raised the replacement heaters at any point previously. But it agreed to refund this cost – subject to Miss S providing proof of purchase. Miss S didn't agree with the Investigator as she said having to replace the boiler was entirely down to the way Aviva had handled the claim. So she asked for an ombudsman to review her complaint.

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.

I've come to the same conclusion as the Investigator and I'll now explain why.

There's no dispute Aviva has handled this claim poorly. In summary, I've noted the following:

- There seems to have been around a week between Aviva receiving the results of the water sample and it telling Miss S a power flush was needed.
- Aviva has seemed to cause a further two weeks delay after Miss S had the power flush carried out as it seems the claim didn't progress in any form during this time.
- An engineer didn't attend an appointment.

In this time I've seen that Miss S was routinely calling for updates. And I can imagine this would have caused her upset and worry knowing her tenants didn't have a functioning boiler.

And it's right Aviva compensates Miss S. But it doesn't mean that it has to pay for the cost of replacing the boiler. I appreciate the boiler was in a poor condition and I've read and considered the report her engineer has provided, but I still think it's more likely than not that Aviva could have carried out the repairs it said it would to get the boiler working again.

I recognise Miss S has said she was put in the position that she had to replace the boiler because of Aviva's inactivity. But I need to think about whether it was reasonably foreseeable that Miss S would have had to do that because of Aviva's delays and whether she'd taken steps to mitigate her loss.

I can that from the start Miss S was looking to get her boiler replaced and she asked whether Aviva would refund her if she did so. Aviva said it wouldn't do so. Aviva consistently told Miss S it would repair the boiler. I agree Aviva should have been more pro-active in its handling of the claim. But I can't agree it was a reasonably foreseeable that Miss S would replace the boiler after being told it was repairable and that Aviva wouldn't pay for the cost of the replacement. So I can't reasonably require Aviva to pay the amount Miss S paid to install a new boiler.

However, I do agree the delays will have caused Miss S some distress and inconvenience. That said, I've also taken into consideration that Miss S didn't live in the property. And the tenants who did live there aren't a party to this contract. So I can't take the impact to them into account in this decision. There would always be a degree of distress and inconvenience in a home emergency claim. But Aviva has added to this because of its delays. And I'm satisfied this will have impacted the relationship with the tenants. However, Aviva has paid Miss S £300 in compensation which is in line with what I would have awarded. So I think it's fair compensation.

Miss S has told her that she paid £60 to buy heaters for her tenants. I think this is a reasonably foreseeable loss arising from delays in repairing the boiler. So I think Aviva should refund this, subject to Miss S showing she bought these in the relevant time period.

My final decision

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Aviva Insurance Limited to refund the £60 she paid to buy heaters for her tenants. It can require Miss S to show she bought these in the relevant time period. If payable, it should also add 8% simple interest per year on this from when Miss S paid it until she gets them back. If Aviva Insurance Limited thinks that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss S how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 2 March 2026.

Guy Mitchell
Ombudsman