

complaint

Mr H complains that Aviva Insurance Limited wrongly diagnosed his boiler as beyond economic repair under his landlord home care insurance policy and that it took a premium after the policy was cancelled.

My references to Aviva include its agents.

background

In January 2017 Mr H contacted Aviva about a problem with a boiler in a property he owns and lets. Aviva's engineer said the boiler needed new parts and Aviva told him the boiler was beyond economic repair.

But Mr H says that whatever repair work Aviva's engineer did in January 2017 seems to have fixed the boiler as it has continued working. He doesn't understand how Aviva concluded that boiler parts needed replacing when the boiler worked. He sent us a letter from the tenant in the property and his own plumber to confirm the boiler still worked.

Mr H is also unhappy that after Aviva cancelled the policy it took out another monthly premium on 16 January 2017. He wants the premium refunded and compensation for the time and stress Aviva's wrong advice caused. Aviva had offered him £100 compensation for mis-diagnosing the boiler after he'd sent it a gas safety certificate from his new home care insurer saying the boiler was working.

Our investigator thought Aviva should increase the compensation to £150. It didn't need to refund the premium as it had told us the monthly premium was paid on 13 January 2017 before the policy was cancelled on 17 January 2017. Payments are made after cover has already been received.

Aviva agreed the additional compensation. Mr H strongly disagreed. He said £150 wasn't even a minimum wage or covered the costs he'd incurred in getting someone to check the boiler and getting the gas safety check from his new insurer. He'd also had a lot of stress and worry caused by Aviva which had gone on too long. He said on another complaint he'd made to us he'd been given £150 compensation for much less stress.

my findings

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

Aviva's now made a fair and reasonable offer to pay Mr H compensation of £150 in total. I'll explain why.

Mr H has made various points why he doesn't think £150 is enough compensation. He refers to it not being the minimum wage and I take that to mean £150 doesn't reflect the amount of time he's spent on the matter. But I don't generally award compensation on a time spent basis and there are no circumstances in this case that would mean that's appropriate. I look at each complaint on its own merit based on what has happened so I wouldn't take the outcome of his previous complaint into account.

Mr H has also mentioned the costs he's incurred but hasn't given any details of the costs. He had a gas safety check by his new insurer and sent the landlord gas safety record to Aviva to show the boiler was still working. But I understand that as a landlord he has to have an annual gas safety check on each gas appliance in a tenanted property anyway. As the Aviva policy was due to have ended in February 2017 it's likely that the annual check would only have been brought forward a few months at most. There's no evidence he incurred that cost just because of Aviva's mis-diagnosis.

Mr H's own plumber did a brief email to confirm the boiler was working when he went to the property. But I don't think reasonable costs for that would have been substantial. And it's not clear that the plumber didn't need to go to the property anyway.

I don't think Aviva did delay in making Mr H an offer of compensation once it had independent evidence that it had mis-diagnosed that the boiler needed new parts. The gas safety record is dated 6 April 2017 and its offer letter was 26 April 2017.

I do understand Mr H has had some stress and inconvenience due to Aviva's error but I think overall the £150 that Aviva's now offered is fair. Aviva's offer letter said it would send Mr H a cheque for £100. If Mr H has cashed that cheque it needs to pay the balance so that it pays £150 in total.

The investigator has correctly explained why Aviva doesn't need to refund the premium Mr H paid on 13 January 2017.

my final decision

Aviva Insurance Limited has now made a fair and reasonable offer to pay Mr H £150 compensation in total to settle this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 27 July 2017.

Nicola Sisk
ombudsman