

## **complaint**

Mr C says Aviva insurance Limited mishandled a claim under his home emergency insurance policy.

## **background**

Mr C has a home emergency insurance policy that covers his boiler. In April 2016 Mr C made a claim. Aviva sent out an engineer who advised that the boiler was beyond economical repair and needed replacing.

As the boiler was under seven years old the policy provided for a new boiler to be installed that was the 'same or similar make and model'. Mr C's boiler was a floor standing model and Aviva told him that it could only replace it with a wall mounted one. Mr C said he didn't want any extra costs from having the boiler installed, but agreed to the replacement.

Following a site visit and survey of Mr C's home it was agreed that the boiler would be moved to another area of his kitchen. Following its installation, Mr C complained to Aviva about the state his home had been left in by its engineers. He said that his kitchen cabinets should've been refitted, and that his floor had been damaged, as well as a light fitting. He'd found the engineers rude and unprofessional. They hadn't shown him how to fill the boiler, or bleed the system.

Aviva investigated Mr C's complaint. It agreed that the engineer's had broken a light fitting, had left the house without tidying it up sufficiently, and hadn't given proper instructions about the boiler. But it didn't agree that the floor had been damaged, or that it should cover the cost of reinstalling the cupboards. Aviva said that the policy didn't provide for the property to be 'reinstated' once the boiler had been installed. It offered £180 compensation for the distress and inconvenience caused plus the cost of replacing the light.

Mr C didn't agree with Aviva's offer and complained to this service. Our adjudicator investigated the complaint. She didn't recommend it should be upheld. The adjudicator said she thought the offer by Aviva had been fair and reasonable. The policy provided for a replacement boiler, but under its terms and conditions any damage 'accessing' the work wasn't covered. It was reasonable for there to have been some disruption to Mr C's home and the adjudicator didn't think the damage had been excessive, or caused by negligence.

Mr C disagreed with our adjudicator's opinion so the complaint has been passed to me.

## **my findings**

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

I've seen a copy of the policy, and the photos Mr C has sent of his home. I've also seen in the notes provided by Aviva that Mr C was told in a phone call that the fitting of a new boiler wouldn't be 'without costs' to him. And, although Mr C didn't agree with Aviva when he was told that, I haven't seen any evidence that Aviva then agreed to cover those extra costs.

The policy says that it won't cover the costs of putting things back to their original state, or repairing damage that occurs while repairs or works are carried out. Mr C says he's been misled by Aviva as he only agreed to the new boiler if he wouldn't have to face such costs. So, the issue for me to decide is whether it was fair and reasonable for Aviva to apply this exclusion to Mr C's claim.

I think it was clear that installing the new boiler was going to cause disruption to Mr C's kitchen. Mr C was there when the engineers surveyed his home and so knew what work needed to be done. And looking at Aviva's engineer's report, together with Mr C's photos, I don't think the removal of the cabinets, or the damage to the floor was more than what I would expect to see. So other than the light fitting I don't think the engineer's were careless or negligent when they carried out the work.

As I don't have any evidence Aviva agreed to reinstate Mr C's kitchen I don't think it misled him. And, as it had been decided that Mr C's boiler was uneconomical to repair, I don't think he would've declined a replacement boiler even if he'd been aware there would be some making good involved. So, I don't think he'd have done anything differently.

Aviva's agreed that its engineers didn't behave as it would've expected, and that there was unnecessary inconvenience and distress for Mr C. I think the £180 offered as a gesture of goodwill is fair and reasonable. So, I'm not upholding Mr C's complaint.

**my final decision**

I'm not upholding Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 17 October 2016.

Jocelyn Griffith  
**ombudsman**