

complaint

Mrs S complains about the service she received from Aviva Insurance Limited under her home emergency insurance policy.

background

Mrs S complained to Aviva about the delay in it deeming her boiler to be beyond economical repair and about the delay in it giving her a quote for installing a new boiler. To resolve the issue Mrs S wanted Aviva to give her a more reasonable quotation to install a new boiler.

Aviva acknowledged there'd been a delay in an engineer attending to give Mrs S a quote for installing a new boiler. And it offered her £100 compensation.

Mrs S wasn't happy with Aviva's response to her complaint, so she complained to this service.

Our investigator thought Mrs S's complaint shouldn't be upheld.

Mrs S disagreed with the investigator's conclusions. So, the matter's been referred to me to make a final decision.

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 decided not to uphold Mrs S's complaint and I'll explain why.

Mrs S says she's being forced to have the boiler installed by Aviva's fitters. She says when she asked Aviva just to supply the boiler and let her make arrangements to have it fitted, Aviva refused. And she says that amounts to not being offered a choice.

Mrs S also says she's been told by Aviva that the business it uses to install boilers is its agent. And she says the bottom line is that she hasn't received good customer service.

Aviva says Mrs S wasn't being asked to contribute anything towards the cost of the new boiler it had offered her. But she needed to pay for it to be installed by the third party company Aviva uses for this work. It says the third party company gave Mrs S a quote she wasn't happy with, so it then gave her a much lower quote she was still unwilling to accept.

Aviva also says it has no say in the quotes the third party business gives to install new boilers, as the installation contract is between the third party business and the customer. It says the terms of Mrs S's policy clearly state if a boiler's deemed beyond economical repair it will provide a free boiler and the customer's to pay for its chosen engineers to install it. And it says Mrs S was also given the option of receiving a £200 payment towards a new boiler instead, as a gesture of goodwill. So, it says it believes it's been more than fair with its resolution of this matter.

I see Mrs S's policy says Aviva will offer her a new boiler free of charge if her existing boiler's deemed to be beyond economical repair. But it also says she must pay for it to be installed by its nominated engineers.

I acknowledge Mrs S has given us a quote she's had from a third party engineer to install a new boiler at a much lower cost than the quote she's been given by Aviva's nominated installer. But I don't think it's unreasonable for Aviva to specify which installer must be used, particularly given that the policy includes a guarantee for parts and workmanship. And I note when Mrs S complained about the matter Aviva offered her as an alternative a contribution of £200 towards the cost of her buying and installing a new boiler, as a gesture of goodwill. I think this was reasonable.

I also see there were delays by Aviva in dealing with Mrs S's claim. But it's acknowledged this and it's offered her £100 compensation. I think this was also reasonable. And I don't think it would be fair for me to ask it to pay her any more compensation, in the circumstances.

So, for these reasons, I can't uphold Mrs S's complaint.

my final decision

I don't uphold Mrs S's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 27 November 2017.

Robert Collinson
ombudsman