

complaint

Mr M has complained that Aviva Insurance Limited hasn't agreed to pay him the full amount he's claimed on his home emergency cover.

background

All references to Aviva include the agents it has appointed to handle claims.

Mr M's told us that when his boiler broke down, he called the engineer who installed and regularly serviced the boiler ("the engineer"). The engineer said the circuit board had failed, and replaced it at a cost of £300.

Mr M then made a claim on his home emergency policy for the cost of the repair. But Aviva told him he hadn't followed its claims procedure as set out in the terms and conditions of his policy, so it couldn't proceed with his claim. Mr M says that he followed the instructions in his policy renewal letter by calling to make a claim, and that he wasn't referred to a claims procedure in the terms and conditions.

Aviva later offered to contribute £162.68 towards the £300 Mr M paid the engineer to replace the faulty circuit board. Aviva says this is how much the repair would've cost had the work been carried out by one of its engineers.

Mr M's unhappy with Aviva's offer. He says his research shows that the cost of replacing the circuit board would be more than Aviva's offered to contribute. So he's asked this service to consider the matter. To settle the complaint, he would like Aviva to pay him the full £300 he paid the engineer.

Our investigator looked into the complaint and didn't think Aviva had acted unfairly. So he said he wouldn't ask Aviva to pay Mr M the full amount of his claim.

But Mr M didn't agree with our investigator. He said his first thought when his boiler broke on a cold day was not to look through the policy terms and conditions – it was to get the boiler working again. And his renewal letter didn't tell him about a claims procedure in the terms and conditions; it just gave a number to call to make a claim. Mr M says the information given in his renewal letter was misleading and the action he took to get the boiler repaired before calling Aviva to make a claim was reasonable.

The complaint has now been passed to me to decide.

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 looked at the terms and conditions of Mr M's policy and I can see that they set out what policy holders need to do to make a claim – policy holders should call the claims number as soon as they're aware of an incident so that claims can be dealt with in line with the terms and conditions. And they explain that Aviva will not cover the cost of any work that it hasn't authorised in advance.

Mr M has said that the engineer replaced the faulty circuit board on his boiler. And then he contacted Aviva to make a claim. So he didn't call Aviva on the claims number as soon as the boiler broke and Aviva didn't authorise the work the engineer carried out before it was done. So I don't think Aviva needs to cover the cost of the engineer's repair work according to the terms and conditions of Mr M's policy.

Mr M has said his first thought when his boiler broke on a cold day was to get the boiler working again. And he's said the content of the renewal letter just gave him a number to call to make a claim, and didn't tell him about a claims procedure in the terms and conditions. But having looked at the renewal letter, I can see that it says *"Your updated terms and conditions are enclosed"* before giving a number to call *"If you have any questions or would like to make a claim"*.

The first page of the terms and conditions has a heading in bold type of *"KEY QUESTIONS"*. Directly underneath this is another underlined heading in bold type which says *"How do I make a claim?"* The claims procedure is set out under this heading. And in bold type again, the terms and conditions set out that Aviva *"will not be able to cover the costs of any work carried out by persons not authorised by us in advance"*.

So I think Aviva gave Mr M the important terms of his policy with his renewal letter, and adequately drew his attention to them. It is unfortunate that Mr M didn't realise he should contact Aviva before work was done to repair his boiler. But I think Aviva did enough to make him aware that he needed to do so.

Although Aviva doesn't need to cover Mr M's claim, it has seen that his policy would've covered the type of work the engineer did to fix his boiler if he'd followed the claims procedure. So it has agreed to contribute the amount it would've paid for one of its engineers to fix the boiler - £162.68. I think this is fair. And I won't be directing Aviva to do anything more.

my final decision

For the reasons I've explained, my final decision is that Aviva Insurance Limited has fairly offered to contribute £162.68 towards the amount the engineer charged Mr M for fixing his boiler.

I understand that Mr M has already received a cheque for £162.68 from Aviva Insurance Limited. So I don't direct Aviva Insurance Limited to do anything more at this time.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 30 May 2017.

Kyley Hanson
ombudsman