

## **complaint**

Mrs B's complaint is about the service provided under her home emergency insurance policy with Aviva Insurance Limited.

## **background**

Mrs B is unhappy with the service she received after the business carried out its annual boiler service. After the service the engineer couldn't get the boiler working and said a new part was needed. After the engineer left, Mrs B's daughter noticed that there was a gas leak. The gas supplier came out with another engineer from Aviva. They found the leak and identified a part that needed to be replaced. However, it appears that the wrong part was ordered; Mrs B was told it was obsolete and so the boiler would have to be replaced. Mrs B was also told she'd have to remove kitchen cupboards, as she was also told that the new boiler would have to be repositioned. Mrs B removed some of the kitchen cupboards and had the new boiler installed. However, this advice was all apparently incorrect – the boiler was repairable and the replacement boiler was put in exactly the same place as the old boiler.

Mrs B is extremely unhappy with the way her claim was dealt with. The boiler could have been repaired but instead she was put to the trouble and expense of replacing it. She was also instructed to remove kitchen units unnecessarily and hasn't found replacements that match the rest of the kitchen. Mrs B also says that the engineers were rude, made mistakes and caused a gas leak; wrong parts were ordered and there were several re-quotes, during which time she was left without heating or hot water for around six weeks.

Aviva accepts that the part which its engineer said was obsolete was in fact available and the boiler could therefore have been repaired. It also accepts therefore that Mrs B was unnecessarily subjected to a period of weeks without heating and hot water and that she should not have been told to remove kitchen cupboards.

Aviva has apologised and has offered to pay Mrs B a total of £4,466.99. This is made up of £2,419.59 for the installation costs, £963 for the damage to the kitchen, £84.40 for phone calls and £1,000 for the distress and inconvenience caused.

Mrs B does not consider that this is sufficient to reflect the distress and inconvenience caused. She also asks that Aviva cover the cost of replacing all of the other kitchen units, so that she can have a matching kitchen.

One of our investigators looked into the matter. She did not recommend the complaint be upheld, as she considered that Aviva had already made a reasonable offer in full and final settlement of the complaint.

Mrs B does not accept the investigator's assessment and so the matter has been referred to me.

Mrs B has made a number of submissions, in her initial complaint and in response to the investigator. I have summarised her submissions below:

- she was distressed to find out she'd have to pay for the installation of the new boiler as this wouldn't be covered by the policy.

- There was then considerable back-and-forth due to mistakes having been made on the quotations for the work.
- One engineer made inappropriate comments about selling her house, amongst other things.
- She has not been able to find new units that match those removed, as the kitchen is no longer being made. So the amount offered by Aviva for the replacement of the cupboards that she had removed - at its instruction - won't match the remaining units.
- As a result, she is left with a mismatched kitchen through no fault of her own.
- She had to pay for the labour costs of installing the new boiler up front. While that has now been reimbursed, it forced her into financial hardship.
- She had to move into her daughter's home, as she could not stay in the house without a working boiler.

Mrs B has asked for a further £5,000 compensation.

### **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 can see from reading the file that Mrs B has had a terrible ordeal and this has caused her considerable upheaval, distress and inconvenience, as well as .

Aviva has accepted that it is responsible and there does not appear to be any dispute about the facts of the case. It is for me simply to determine what is required to put right what went wrong.

Aviva has reimbursed Mrs B for the cost of installing the new boiler and also the cost of phone calls. It has also paid for the replacement kitchen units, based on an invoice provided by Mrs B for units she is satisfied are a suitable replacement. I consider this reasonable. Mrs B also wants Aviva to pay for the replacement of the remaining kitchen units, which remain intact but will no longer be an exact match with the new ones.

I have considered the photographs provided, which show that the new units are plain white, flat-fronted doors. The new units are also separate from all the other existing units, it's a group of three floor units on a separate wall away from any other units. The existing kitchen consisted of cupboards with brown formica doors and white drawer fronts. The new and old units do not match but the overall appearance is that they coordinate, and overall I do consider that it is not unattractive or harmful in appearance. I do accept that this is not necessarily the appearance Mrs B wanted or was used to.

Mrs B's and her daughter has said she would like to replace all the cupboards but couldn't face the additional upheaval at present. She has provided a quote for the cost of replacing the remaining cupboards. However, it does seem to me that replacing the entire kitchen would result in betterment for Mrs B – *i.e.* that her position (in terms of the condition of her kitchen) would be better than it was before the error made by Aviva.

Aviva has paid for new cupboards, which coordinate well with the existing kitchen to be supplied and fitted, to replace the ones that were unnecessarily removed. I consider this reasonable and do not consider that it also needs to pay for the cost of replacing the remaining kitchen cupboards.

I agree that an additional payment of compensation for the distress and inconvenience caused by this matter is warranted, which would also take account of the fact Mrs B's kitchen no longer matches. I have considered all the circumstances, including the anxiety caused by finding the gas leak; the upheaval of having to remove the cupboards and having the unnecessary work done; not having a matching kitchen; and the period of time spent without heating and hot water, during which Mrs B had to stay with her daughter, among other things. Overall, I consider that the payment of £1,000, taken together with the financial reimbursement to Mrs B, is reasonable in all the circumstances and is in line with awards made in similar cases. I do not consider that Aviva needs to make any additional payment.

**my final decision**

I don't uphold this complaint, as having considered all the evidence available, it is my opinion that Aviva Insurance Limited has made a reasonable offer in full and final settlement of the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 18 December 2019.

Harriet McCarthy  
**ombudsman**