

## **complaint**

Mr D complains that Aviva Insurance Limited is responsible for poor service in connection with his home emergency insurance policy.

## **background**

The Financial Ombudsman Service deals with a consumer's complaints about one insurance company (or other regulated financial firm) at a time. We name that company in our final decision but we don't name any other company or individual.

Where the complaint is about a claim under an insurance policy, we deal with it as a complaint against the insurer responsible for dealing with claims.

Mr D had insurance that covered breakdown of his gas central heating. The policy was in the name of a home assistance company. Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva I include the home assistance company, its engineers and others insofar as I hold Aviva responsible for their actions.

Mr D had no hot water so he called Aviva for help. He complained that – on Friday 21 December 2018 - its engineer refused to help and left him and his family with no hot water or central heating.

In a final response letter dated 7 January 2019, Aviva apologised that its engineer had left incorrectly saying that the boiler was unsafe to work on. Aviva offered (and later paid) Mr D £894.31.

Our investigator didn't recommend that the complaint should be upheld. He thought that Mr D's claim wasn't handled well and this caused him upset and inconvenience. However the investigator thought that Aviva had made fair and reasonable offers in compensation to resolve the complaint.

Mr D disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- His boiler has been in the same place for over ten years since the extension was built. There was no problem when the home assistance company serviced the boiler under the policy in 2008 / 2009.
- He has two autistic sons, the youngest of whom is six years old.
- On 21 December 2018 the engineer complained about the location of the boiler. He left without resolving the hot water issue. Unknown to Mr D, the engineer had switched off the whole boiler. That was negligence.
- Mr D rang the home assistance company who stated that they would not be attending the property again. The company was not bothered about his vulnerable children. This was a breach of contract.
- Mr D then purchased three heaters for £1,197.00.
- Another company repaired the boiler on 24 December at a cost of £543.00.

- If the boiler engineer had done proper checks as required under the policy, he should've detected a leak within the property which was the reason for the hot water loss.
- Mr D was therefore forced to deal with the water escape claim under his home policy, but he is still out of pocket. That includes two excesses of £250.00.
- Aviva should refund the following:

for the heaters	£1,197.00
for repairs	£543.00
sub-total	£1,740.00
excesses	£500.00
total	£2,240.00

### my findings

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

From what Mr D says, he had a new extension and a new boiler in about 2006. The home assistance company's records confirm his recollection that in 2009 it did work on the boiler under a previous policy. That was before Aviva became involved. But there was no suggestion that the boiler was too difficult to access.

Mr D took out the policy for a year from 20 March 2018. The policy said the following about temporary heaters:

*"Temporary heaters: We will deliver two temporary electrical heaters to your home, in the event that we are unable to attend within the same day or next day of your claim being raised. The heaters will not need to be returned to us. Any and all costs relating to the use of the heaters is not covered..."*

One of the policy's general exclusions was as follows:

*"g) Repairs which put the health and safety of our engineers at risk e.g where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place"*

After Mr D called for help, Aviva attended within a day – on Friday 21 December. But its engineer said access to the boiler was poor so he couldn't safely complete the repair. He later reported that Mr D had been abusive to him on the phone.

I accept Mr D's statement that the engineer left the boiler in a worse state than before – with no heating as well as no hot water. From Aviva's file notes, I think Mr D still had a useable log burner and a working electric shower.

From the receipt, I see that on that Friday evening Mr D bought three heaters from an electric retailer at £399.00 each.

I have seen evidence that also on 21 December Mr D took out a policy with another insurer. He agreed to pay a yearly premium of £564.00 by instalments. The policy covered central heating, plumbing and drainage, electrics and also kitchen appliances.

I accept Mr D's statement that – because of the boiler problem - he didn't go to a family celebration on the Saturday evening and he wasted a pre-paid hotel night.

Based on what the engineer had said, Aviva didn't arrange another visit.

Mr D and his family suffered inconvenience and upset for four days. I haven't seen enough medical evidence from which to make a finding that inadequate heating caused illness. But I don't doubt Mr D's statement that he and his family were ill. And I accept that their illness made the inadequate heating especially inconvenient and distressing.

On Monday 24 December 2018 the other insurer repaired a pump. I haven't seen any evidence that it cost £543.00.

Mr D cancelled his policy with Aviva.

In its final response, Aviva accepted that it shouldn't have left saying that the boiler was unsafe to work on. It made enquiries of the electrical retailer and suggested that Mr D could return the heaters and get a refund.

Aviva made an offer as follows:

towards the heaters	£90.00
for the poor service and four days without hot water or heat	£300.00
for its cost of the pump repair	£170.00
for the hotel	£59.00
refund of premium / towards cost of new policy	£275.31
total	£894.31

Aviva's final response also said it would also consider any further cost of the new policy if Mr D could provide evidence.

Mr D would like Aviva to reimburse him for the heaters at £1,197.00 not just £90.00. And I can understand that he had limited options to buy heaters on a Friday evening. But there must've been less costly options for temporary heating or temporary accommodation.

Also, the documents show that Mr D had bought the heaters on a "buy now-pay later" basis and in March 2019 he still had time to start paying for them. So he hadn't taken up Aviva's suggestion that he could take them back and get a refund from the retailer.

Mr D would also like Aviva to pay more for the four days without central heating and hot water. And I accept that Aviva is responsible for the unfair treatment he received. His distress and inconvenience was made worse by the situation with his family and their health.

But he had a log-burner and an electric shower as well as the temporary heaters.

So overall I'm satisfied that Aviva's payment of £894.31 was fair and reasonable. Indeed it is considerably more than I would've directed Aviva to pay if it hadn't made any such offer and payment.

After Aviva's final response to his previous complaint, Mr D complained in early February 2019 that Aviva should've detected on 21 December 2018 a leak from a water pipe. But he has also brought to us a complaint that the other insurance company should've detected that leak on visits in July 2018, on 24 December 2018 and in January 2019.

In my view that shows that the leak was hard to detect – even after multiple visits. Whilst he may wish that Aviva had detected it on its visit on 21 December 2018, Mr D hasn't provided enough technical evidence to show that Aviva fell below a reasonable standard of work by not detecting it.

Therefore I don't find it fair and reasonable to direct Aviva to pay any more or to do anything further in response to this complaint.

**my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 February 2020.

Christopher Gilbert  
**ombudsman**