

## **complaint**

Mr G has complained about Aviva Insurance Limited. He isn't happy that it wouldn't replace his boiler under his home emergency cover as it turned out the previous one wasn't covered.

## **background**

Mr G made a claim under his policy when it broke down around Christmas 2016. Aviva attended his property a few times over the following days and tried to fix the boiler. Unfortunately, when it replaced parts the boiler still wouldn't work.

At the beginning of January 2017 Aviva said that the parts that were needed were no longer available and so Mr G's boiler was classed beyond economic repair. Mr G's policy meant that Aviva offered to pay the cost of the replacement boiler while Mr G had to pay for the installation costs. This was agreed but couldn't go ahead as it transpired that Mr G's boiler was too big and should've been classed as a commercial boiler which wouldn't have been covered by the policy.

Our adjudicator looked into things for Mr G and upheld his complaint. He eventually concluded that the fair thing to do was for Aviva for to pay for the new boiler even though it was more expensive. And he thought that it should pay £100 compensation for the stress and inconvenience caused.

As the matter couldn't be mediated the matter has 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. Having done so I think that the complaint should be upheld. I'll explain why.

As both parties have agreed that the cost of the new boiler should be paid for I won't go over the details again here. I'll simply leave it for Aviva to pay Mr G the cost of his new boiler including VAT (£1,506). So, the only thing left to consider is the level of compensation Mr G should be awarded for the distress and inconvenience caused.

I know Aviva have paid more than they would've been obliged to if Mr G's boiler had been smaller. But I don't think that this should be considered alongside any compensation award. I think that this payment just puts Mr G back into the position he ought to have been but for its error. Mr G's boiler had been inspected and serviced over a number of years and Aviva should've identified that it wasn't a boiler that it would cover at an early stage.

In relation to the compensation level I think it should be lifted. I say this as it is clear that Mr G was subjected to a greater level of delay, during a very cold time of year, because of Aviva's failings. Plus, I can see that Aviva failed to attend appointments when Mr G's wife had taken time off work, failed to deal with Mr G's complaint about this in an expeditious manner and generally provided poor service. I think £200, as opposed to £100, is a fairer reflection of the stress and inconvenience caused.

**my final decision**

It follows, for the reasons given above, that I uphold this complaint. I require Aviva Insurance Limited to pay for the full cost of Mr G's boiler (£1506) and £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 19 June 2017.

Colin Keegan  
**ombudsman**