

complaint

Mr M complains about the service he received from Aviva Insurance Limited under his home emergency insurance policy.

background

Mr M complained to Aviva about this matter. And, being unhappy with its response, he complained to this service.

Our investigator thought Mr M's complaint shouldn't be upheld.

Mr M 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 Mr M's complaint and I'll explain why.

Mr M says one of the reasons he decided to renew his contract in July 2016 was that he was told he'd get a free boiler service at the start of it. He says despite contacting Aviva about the service early in the winter and again in February 2017, it didn't arrange to service his boiler. And he says it broke down in February 2017 and the heat exchanger needed replacing.

Mr M also says Aviva took so long to fix the problem with the heat exchanger that the boiler was overheating all the time. He says because of the overheating the electrodes started to overheat and they burned out within a few days of the repair. And he says when Aviva attended again it declared the boiler as beyond economic repair, although he says it wasn't.

In addition, Mr M says as a result of Aviva declaring the boiler as beyond economic repair he and his family were left without heating for a long time in freezing cold weather.

So, Mr M says he thinks Aviva's entirely to blame for his boiler going wrong. He says if it had serviced the boiler on time according to his contract and repaired it properly it would've been absolutely fine.

Aviva says the recording of the call when Mr M renewed his policy confirms that the sales agent advised a service would be carried out between April and September. It says in any event, delays in services being completed can't be directly linked with a breakdown. And it says the electrodes burning out amounts to a malfunctioning part and it doesn't believe there's sufficient evidence to suggest it was the cause of that fault occurring.

In addition, Aviva says Mr M chose not to proceed with a new boiler installation, so it paid him £200 which he was entitled to as an alternative under his policy terms and conditions. It says there was a six day delay in it confirming Mr M's boiler was irreparable due to obsolete parts. It says it agrees this was unacceptable. So, it says in recognition of this unnecessary delay it sent Mr M a cheque for £100.

I note the terms of Mr M's policy say a service would be carried out between April and September. And I don't think the fact that he'd renewed his policy meant he was a new customer and was therefore entitled to a service in the first three months. So, I don't think Aviva did anything wrong by not servicing Mr M's boiler before March. In any event, from the information I've seen I can't conclude the failure of the boiler resulted from it not being serviced.

I see when Mr M's boiler was deemed to be beyond economic repair, Aviva offered him a replacement. I acknowledge he wanted the same brand as his existing boiler, but I see his policy allowed Aviva to replace the boiler with a similar one. And I note it then gave him the £200 he was entitled to under his policy as he'd declined a replacement boiler.

There was a delay in Aviva letting Mr M know his boiler was beyond economic repair and he was left without heating for six days. But I see Aviva's acknowledged this and it's offered him £100 compensation. I think this is reasonable in the circumstances.

So, for these reasons, I can't uphold Mr M's complaint.

my final decision

I don't uphold Mr M's complaint against Aviva Insurance Limited.

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

Robert Collinson
ombudsman