

## **complaint**

Mr K complains that Aviva Insurance Limited is responsible for poor service under a home emergency insurance policy.

## **background**

Mr K had insurance branded with the name of a home assistance company. Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer I include the home assistance company, its electricians and any others for whose actions I hold Aviva responsible.

The policy covered electrical home emergencies. Mr K called for help with an electrical fault. He complained that the insurer told him to get a new isolator – but then left him with no working lights or central heating boiler for about six days.

Our investigator didn't recommend that the complaint should be upheld. He thought that the business handled Mr K's claim in line with the terms and conditions for his policy.

Mr K disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint.

## **my findings**

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

The policy excluded systems that had not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions. And the policy didn't cover any part of the electrical wiring where completing a repair would result in a breach of the current electrical wiring regulations and electrical safety standard.

Mr K had a new central heating boiler installed in January 2017. He has sent us the documents. They include a certificate from an electrician. He noted that the distribution board wasn't to current regulations.

As I understand it, an isolator is a switch to turn off power for service or maintenance. When Mr K called his insurer for help in November 2017, the insurer sent an electrician. He told Mr K at the outset that he would need to have an isolator switch fitted before any further work could take place.

I find it likely that an isolator is a requirement of the current electrical wiring regulations and electrical safety standard. In any event I don't find that the insurer treated Mr K unfairly or unreasonably by declining to fit a new distribution board until someone else had fitted an isolator.

The cost of the isolator wasn't covered by the policy. I see no basis on which it could be fair and reasonable for the insurer to reimburse Mr K for the cost of the isolator.

Mr K got an isolator fitted. I think this was done by the electricity distribution company.

The following day the insurer's electrician fitted a new board. I think that was reasonable as a good place to start trying to resolve the fault Mr K had reported.

But the insurer's electrician didn't resolve the fault. And he left Mr K and his family with no working circuits except a few sockets. In particular, the electrician left Mr K without power to run his central heating boiler. I accept that Mr K and his family were without central heating and hot water for nearly a week in November 2017.

So I can see why Mr K was disappointed and questioned the insurer's electrician's attitude.

And Mr K had to engage his own electrician. Mr K says his electrician only repaired a fault with the circuit for the cooker. He has sent us his electrician's certificate.

But that certificate says:

*"Installed new Cooker Circuit  
Rectified Ring Main fault"*

So I don't share Mr K's view that this indicates only one fault. In my view the certificate shows that there were faults with the cooker circuit and a ring main.

His electrician had also re-wired the boiler, according to what Mr K told our investigator in December 2018.

And the report of the insurer's electrician said Mr K had "*messed around*" with the cooker and ring circuits. The insurer's electrician said those circuits' wiring was in poor condition. That was supported by some photographs. And the insurer's electrician had said the boiler had been installed without the protection of rcd (residual current device).

Mr K has said that the insurer's electrician's report contained things that weren't faults or were assumptions, and he never checked the wiring upstairs. But I don't think Mr K's criticisms are supported by his own electrician's report.

I have to keep in mind the policy terms that excluded cover for badly-installed wiring or repairs in breach of current regulations.

Therefore I don't find it fair and reasonable to direct the insurer to pay Mr K compensation for the inconvenience while his electrician upgraded the wiring.

Overall I don't find it fair and reasonable to direct Aviva to do anything further in response to Mr K's complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I do not direct Aviva Insurance Limited to do anything further in response to Mr K's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 7 March 2019.

Christopher Gilbert  
**ombudsman**