

complaint

The length of time taken for Aviva Insurance Limited to settle Mr F's claim for a broken boiler under his boiler breakdown insurance policy.

background

Mr F told Aviva that his boiler had broken and that he had no heating or hot water (I'll refer to this as "the first breakdown"). It took numerous visits and repairs over a two week period for the boiler to be fixed. Mr F complained about the delay. Aviva apologised and offered £200 compensation for the inconvenience Mr and Mrs F suffered (having to take time off work and having to go to their daughter's to shower).

Roughly 10 days later Mr F contacted Aviva again as the boiler had broken down once more (I'll refer to this as "the second breakdown" – although I realise that it was the same overall problem). The boiler was fixed once and for all a couple of days later. Mr F complained again because the problem was incorrectly diagnosed previously and he had lost income through having to take time off work (as he's self-employed). Aviva apologised again and offered a further £100 compensation.

Mr F later sent Aviva a letter from a customer to prove his lost earnings. The letter said that:

- Mr F phoned the customer the day before the work was due to start to say he couldn't start because of problems with his boiler;
- Mr F asked the customer if she could wait, but she couldn't because other work was due to be done too.

Aviva didn't think this was sufficient to prove a loss of earnings due to the boiler because according to its records the second breakdown didn't happen until two days after Mr F contacted the customer. It didn't increase its offer.

Our adjudicator didn't think the complaint should be upheld. He agreed that the matter should have been resolved earlier, but he thought Aviva's compensation offer was fair. Mr F disagreed so the matter has been passed to me.

my findings

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

There are two types of compensation at play here – one for any trouble and upset suffered by Mr and Mrs F due to the delay, and one for any financial loss they suffered.

What I have to decide is whether or not Aviva's total compensation offer is fair. The main issue here is Mr F's lost earnings. Mr F has to show that he has lost earnings and that he lost them because of Aviva's unsatisfactory service. Having looked at everything, I'm not persuaded that he's done that.

First, it isn't clear to me how much time Mr F had to take off. He's been inconsistent in what he's said about this. For example:

- for the first breakdown he told Aviva that although he took time off he didn't suffer any financial loss; there's reference to him working weekends to make up the time
- later, following the second breakdown, he told Aviva he had to take 6/7 days off
- there appears to be a posting on social media about having to take 10 days off work
- in a letter he said he took 9 days off.

As well as this, Mr F hasn't shown that he had any work booked in for all the days (however many that actually was) that he had to take off.

The letter from Mr F's customer does show that work he quoted for was lost. But I'm not persuaded this shows the work was lost due to the broken down boiler. This is because Aviva's records don't show any reference to Mr F reporting the second breakdown until 10 days after it noted that the first breakdown had been repaired.

Mr F has confirmed to us that the boiler didn't work from the moment he reported the first breakdown until it was fixed following the second breakdown. He said after each repair it would start but would soon overheat and stop. If this was the case, it's unclear to me why it took Mr F 10 days to report the problem – particularly as he promptly reported continued breakdowns during the first breakdown, and he had the opportunity to do so as Aviva was in contact with him about his first complaint.

I don't know whether the boiler continued to work during that 10 day period or not. But, if it didn't work, I think it's most likely that Mr F would have promptly reported the matter to Aviva. I can understand why Aviva has questioned whether the boiler breakdown was what led to Mr F's customer cancelling the work and Mr F losing earnings.

It is clear though that Mr F was inconvenienced by the continued breakdowns – him having to be at home, him not having heating or hot water. Some of that would have been inevitable. I think the fact the problem wasn't diagnosed earlier added to Mr F's suffering. But I think Aviva's offer was sufficient compensation to make up for the inconvenience Mr F endured.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 21 November 2016.

Paul Daniel
ombudsman