

complaint

Mrs S complains that Aviva Insurance Limited is responsible for poor service in connection with a home emergency insurance policy.

background

Mrs S had a policy in the name of a home assistance company. Aviva was responsible for dealing with claims. Where I refer to Aviva I include the home assistance company, engineers and others for whose actions I hold Aviva responsible.

In October 2018 Mrs S called for help from the insurer. At first she had a problem with a thermostat. Later her boiler leaked water. She took a day off work on 19 October 2018 for an appointment – which the insurer didn't keep. Later that day the insurer turned the boiler off. Mrs S was left without central heating and hot water until about 30 October. It took until about 10 November to replace the thermostat.

Mrs S complained about delay and mishandling. In a final response letter, the insurer offered Mrs S £76.08 compensation for lost wages and £200.00 for the trouble and upset caused.

Our adjudicator recommended that the complaint should be upheld. He didn't think the offer went far enough to reflect the problems Mrs S experienced. The adjudicator recommended that Aviva should - in addition to reimbursing £76.08 for lost wages due to the cancelled appointment - pay Mrs S a total of £300.00 for the trouble and upset that was caused.

Aviva agreed with the adjudicator's opinion.

Mrs S disagreed with the adjudicator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that £500.00 would be fair for her distress and inconvenience.

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 terms said that – if the insurer was unable to attend within the same day as the call for help or the following working day – it would provide temporary electrical heaters.

On 9 October 2018 Mrs S called for help with the thermostat. On 10 October 2018 the insurer visited Mrs S. It said it would order a new thermostat and – when it arrived – make another appointment to fit it.

Mrs S called for an update on 17 October 2018. The insurer said it had booked an appointment for 19 October 2018. So Mrs S asked at short notice for a day off work so she could be at home for the engineer.

On 18 October 2018 Mrs S reported a boiler leak. The insurer said it would fit the new thermostat and repair the leak the following day.

Mrs S missed work on 19 October 2018. Aviva accepts that she lost £76.08 in wages. But the insurer cancelled the appointment late in the afternoon of 19 October 2018. Mrs S called

the insurer again that evening about the boiler leak. She was clearly in distress. The insurer stopped the leak by isolating the boiler. But that left Mrs S and her family without central heating and hot water.

On Saturday 20 October 2018 the insurer drained down the boiler and ordered a new heat exchanger.

The insurer and Mrs S made an appointment for Saturday 27 October 2018 between 8am and 1pm but it didn't attend until around 3:30pm. And it didn't have the right parts to repair the boiler. Mrs S expressed concern for the two young children in her house. The insurer made another appointment for 29 October but re-arranged it for 30 October 2018.

Mrs S asked for heaters. The insurer provided two heaters on 29 October 2018. I think it should've provided them much sooner.

On 30 October 2018 the insurer repaired the heat exchanger. After twelve days, she again had heating and hot water. But the insurer didn't fix the thermostat.

The insurer made an appointment and visited on Saturday 10 November 2018. The insurer at first said it couldn't replace the thermostat – but then did replace it the same day.

Overall, I find that there were too many appointments and delays, mostly caused by incorrect spare parts. There was also poor communication and a delay in providing heaters.

The insurer has offered to compensate Mrs S £76.08 for her loss of income on 19 October 2018. And Mrs S hasn't disagreed with that figure. But I don't think the insurer has paid it. Mrs S has been out of pocket for about a year. So I find it fair to direct it to pay interest at our usual rate.

The insurer also caused Mrs S distress and inconvenience including concern for the children especially during the October break when they were off school and the house had no heating.

I don't think the offer of £200.00 was enough to compensate fairly for this distress and inconvenience. Like the adjudicator, I find £300.00 fair and reasonable.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Aviva Insurance Limited to pay Mrs S (insofar as it hasn't already paid her):

1. £76.08 for her loss of income on 19 October 2018; and
2. simple interest on £76.08 at a yearly rate of 8% from 19 October 2018 to the date of payment. If Aviva considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it must tell Mrs S how much it's taken off. It should also give her a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate; and
3. £300.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 4 November 2019.

Christopher Gilbert
ombudsman