

complaint

Mr and Mrs D complain about how Aviva Insurance Limited (Aviva) handled a claim they made under their home emergency cover.

All references to Aviva include its agents.

background

I issued a provisional decision in July 2017. In this, I explained why I was reaching a slightly different conclusion to that reached by our investigator. I said:

"In December 2016, Mr and Mrs D made a claim under their home emergency policy because there was a fault with their boiler which meant they didn't have any heating or hot water. Aviva arranged for an engineer to come out and assess the boiler.

Over the next couple of weeks, a number of inspections were arranged. But the engineers didn't always turn up, and when they did, a number of parts were ordered. Mr and Mrs D were given conflicting information about the status of these parts, including when they would be fitted. As a result, there were two appointments where the engineers didn't turn up because the parts hadn't arrived.

Around two weeks after Mr and Mrs D made their claim to Aviva, the boiler was declared to be beyond economic repair (BER) and replaced. Mr and Mrs D complained to Aviva who sent cheques totalling £400 for the trouble and upset they'd experienced as well as a £500 contribution towards the cost of the new boiler.

Mr and Mrs D didn't think this was a fair resolution to their complaint. They said their insurance policy includes cover for them to go into alternative accommodation if their home was uninhabitable which they believed was the case at the time. They said they were entitled to the payment they'd have received if they had been offered alternative hotel accommodation - which under their policy is up to £1,000. So they complained to us.

Mr and Mrs D have said that being without heating and hot water had a significant impact on them, but their primary concern was for their son. They said he has a long standing disease and was recovering from major surgery. And that in order to help him recover and improve his general mobility, he needed access to heating and hot water at all times. They said he finds it particularly difficult to start the day without access to hot water. So to be without both for over two weeks in the middle of winter caused them huge concern and they say had an impact on their son's recovery from surgery.

One of our investigators looked into the complaint and he thought a payment of £600 better represented the impact the handling of this situation had on Mr and Mrs D. But they didn't agree and asked an ombudsman to look at their complaint.

my findings

Although I've only included a brief summary of what's happened, I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And, having done so, I'm reaching a slightly different conclusion to our investigator. I'll explain why.

I've seen Mr and Mrs D's policy schedule which confirms that they did have a provision in their policy that provided alternative accommodation if their home was "uninhabitable". But the policy doesn't define what "uninhabitable" means. So it's for me to decide whether Mr and Mrs D's home was "uninhabitable" in these circumstances and in doing so I'll use the ordinary meaning of the word i.e that the house was impossible for people to live in.

It goes without saying that being without heating and hot water for any amount of time in winter will be difficult, and will cause some inconvenience. But, for Mr and Mrs D, their son's illness and recovery from surgery would have made living in these conditions exceptionally difficult. So, under these particular circumstances, I think Mr and Mrs D's home was "uninhabitable" so Aviva should've offered them alternative accommodation. And under the terms of the policy they would've been entitled to up to £1,000 for this. In light of the fact that Mr and Mrs D's home was, I think, uninhabitable for 13 days, I think this £1,000 limit would've probably been exhausted during that time.

Aviva's said that Mr and Mrs D told it they wouldn't have been able to stay in alternative accommodation because their son's condition means he isn't able to sleep in any bed. And needs to sleep in a bed specific for his mobility needs.

Mr and Mrs D acknowledge it might have been difficult to move their son, but not impossible. And they said they told Aviva that even if he hadn't been able to sleep anywhere other than his own bed, he would've still benefited from being somewhere warm with hot water during the day. Having considered what both sides have said, on balance, I think it's more likely that if alternative accommodation had been offered, Mr and Mrs D would have taken it. I say this because from everything they've said, it's clear their priority was keeping their son warm to help him recovery from surgery. And I think they would have put their son's need for hot water and heating above anything else. The fact that this option wasn't offered to them, I think, added to their trouble and upset.

Mr and Mrs D have also complained about the level of service they received. They said there were missed appointments and a lack of proactive contact from Aviva's agents. From what I've seen, Mr and Mrs D were consistently the ones who had to contact the agents for progress updates. They also said that some of the engineers were rude and that there were also delays in sending electric heaters, which could have gone quite some way to helping the family. From what I understand, Aviva accepts a better service should have been provided to Mr and Mrs D.

Aviva accepts its engineers attended Mr and Mrs D's home on a number of separate occasions, most times ordering new parts for the boiler. It also accepts the engineers didn't follow its agents' process in considering if the boiler could have been identified as beyond economic repair (BER) sooner. Aviva said the boiler could've been declared BER from the first week which would've meant Mr and Mrs D spending less time without heating and hot water.

In light of this, I don't think a payment of £600 is a fair resolution to Mr and Mrs D's complaint. I don't think it takes into account the wide reaching impact this time had on them and, for the reasons I've explained, I think they were without heating and hot water for a much longer period of time than they should have been. Given the significance of their son's needs, I think more should have been done to help them at a worrying and stressful time. For the reasons I've given, I think a payment of £1,000 much better reflects the impact the agents' action had on them, along with the upset, distress and worry they experienced.

my provisional decision

I direct Aviva Insurance Limited to pay Mr and Mrs D £1,000 for the distress and inconvenience it caused them.”

Both sides accepted my provisional decision, and didn't have anything to further to add.

my findings

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

On the basis both sides accepted my provisional decision, I don't see any reason to depart from the conclusions I've already reached.

my final decision

My final decision is that I uphold Mr and Mrs D's complaint. I direct Aviva Insurance Limited to pay Mr and Mrs D £1,000 for the distress and inconvenience it caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs D to accept or reject my decision before 21 August 2017.

Emma Hawkins
ombudsman