

## **complaint**

Mr B complains about how Aviva Insurance Limited dealt with a claim under his home emergency insurance policy.

All references to Aviva Insurance Limited include the administrators it has appointed to handle claims.

## **background**

Mr B contacted Aviva in March 2017 to report a problem with his boiler. After some issues with the original engineer, an appointment was made with a different engineer for the same day.

The engineer looked at Mr B's boiler and said parts were needed – and these were ordered. Mr B called Aviva the next day for an update, and was given temporary heaters.

The engineer came back a few days later to fit the part. During this visit, Mr B says he asked for the timer to be checked – as there had been a suggestion during the first visit that there was also a problem with the timer. But Mr B told us the engineer said this would have to be a new claim, with a second £50 excess. Mr B also says this engineer tried to take away his temporary heaters.

After a couple of days, Mr B contacted Aviva again to report his heating and hot water was coming on at random times when it wasn't set to. Mr B felt this had been caused by the first engineer, so another attendance was arranged. Mr B asked for his annual boiler service to be carried out during this next attendance, but was told it couldn't be done. Mr B also asked for the appointment to be made after 4pm, but Aviva said this couldn't be guaranteed.

During the next visit, the engineer said another part was needed. After this, Mr B called Aviva a number of times to find out when the part could be fitted. Mr B told Aviva he'd been using his annual leave, so could only arrange further appointments at certain times.

Aviva said it wouldn't be able to arrange an appointment after 5.45pm or at weekends, so gave Mr B the option of arranging for his own engineer to fix the boiler – but Mr B said he didn't want to do this. During this call, it seems Mr B asked Aviva to put the offer of using his own engineer in writing – but Aviva didn't do this. During a call with Mr B the following day, Aviva said it would look into the possibility of arranging for an engineer to attend at the weekend as a once-off.

Mr B continued to contact Aviva for updates – until the middle of April 2017, when Mr B said he didn't want Aviva to arrange for an engineer to attend again.

Mr B complained to Aviva, who offered to pay him £200 compensation – and to reimburse him for the cost of his telephone calls if Mr B sent it copies of his bills. Aviva also said it would consider reimbursing the bill of Mr B's own engineer if he sent it an invoice.

As Mr B remained unhappy, he brought his complaint to this service.

Since then, I understand Mr B has received a cheque from Aviva for the cost of the telephone calls he made. But, Mr B also wants to be refunded for the excess he paid, refunded for the premiums he paid, and for Aviva to pay increased compensation. Mr B told

us he hasn't yet had his boiler repaired but will do this independently, and he doesn't want to have anything more to do with Aviva.

Aviva told us it would've cost it £168 to repair Mr B's boiler – so said it would pay Mr B this amount, as well as the £200 compensation already offered and the money already refunded for his telephone calls.

Our investigator looked into the complaint and thought Aviva's offer was fair. Mr B didn't accept our investigator's opinion, so the complaint has been passed to me to decide.

### **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 think it's clear Aviva didn't handle Mr B's claim as well as it should've done.

There were delays in providing information to Mr B, text messages were sent confirming appointment times in error - and Aviva didn't return some of Mr B's calls. I don't think Aviva communicated clearly with its engineers either and I understand Mr B was due to have family from abroad staying with him but couldn't do so because of this situation. So, I have no doubt Mr B was inconvenienced by the way Aviva dealt with the claim.

But I also need to take into account the cover offered by Aviva under the terms and conditions of Mr B's policy.

Of course, Aviva should deal with claims in a reasonable timeframe and without any excessive delay. But Mr B's policy doesn't guarantee engineers will attend within any particular timescale - or at certain times of the day, or at weekends. Sometimes, engineers will only be able to arrange appointments during working hours and I don't think it's unreasonable to expect a policyholder to accommodate this.

It's unfortunate Mr B had problems with his annual leave but a boiler breaking down will always involve a certain level of inconvenience and time off work, regardless of whether or not there's an insurer involved – so I don't think it's fair to hold Aviva responsible for all of the delays in this case.

It seems Aviva was in a position to fit the second sets of parts to Mr B's boiler from 23 March 2017 – but a mutually convenient appointment time couldn't be agreed with Mr B. Aviva gave Mr B the option of using his own engineer on the same day.

While I understand Aviva didn't put this offer in writing as Mr B had asked – I think Aviva made it clear to Mr B he could take this option during a recorded telephone conversation. So, I don't think it's fair or reasonable to hold Aviva responsible for any delays after this date.

As I've said above, I've no doubt Mr B was inconvenienced. But, we consider compensation based on the facts of each individual case, so I won't be taking into account what would've happened if Mr B had a young child in the house. And we don't have the power to punish or fine businesses through our awards. I've taken into account what Mr B has said about the engineer trying to steal the heaters and – although it's clear Mr B feels strongly about this - I've no way of knowing exactly what happened and what was said during that visit.

Overall, having considered everything that happened and the timescales involved, I think the offer of £200 which Aviva has made is fair compensation for the trouble and upset caused to Mr B.

Turning to Aviva's offer to pay Mr B £168 towards the cost of having his boiler repaired, I think this is a fair one in the circumstances. Aviva didn't refuse to repair Mr B's boiler – it was prepared to arrange an appointment, but wasn't able to arrange one at Mr B's preferred time.

So, I think Aviva's responsibility under Mr B's policy is to pay what it would've cost its own engineers to carry out the work.

I understand Mr B believes he's paid two £50 excesses – but all of the information I've seen indicates he only paid one excess and was never charged a second time. Aviva sent engineers to attend to Mr B's claim, so I think it was entitled to charge a £50 excess in line with the terms and conditions of the policy. And, as there's no evidence Mr B was charged a second time, I won't be asking Aviva to refund anything for this.

Mr B would also like a refund of the premiums he's paid for the policy. But Mr B made a claim under his policy – and Aviva has incurred costs in dealing with his claim. This means Aviva is fairly entitled to the benefit of the premiums Mr B paid for the policy.

Aviva has refunded Mr B for the cost of his phone calls to it – which I think is fair. I understand Mr B is also seeking reimbursement for his increased electricity bills, and says he still used his gas oven for heating purposes.

Aviva gave Mr B temporary heaters, as his policy says it will do. I don't think it's fair in the circumstances to ask Aviva to pay anything more.

### **my final decision**

My final decision is that the offer Aviva Insurance Limited has made - to pay Mr B £200 compensation, £168 towards the cost of repairing his boiler and to reimburse him for his phone calls – is fair and reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 14 August 2017.

Leah Nagle  
**ombudsman**