

complaint

Miss H complains that Aviva Insurance Limited gave her poor service under her home emergency insurance.

background

Miss H is self-employed. She had home emergency cover underwritten by Aviva. The cover included help to mend her central heating boiler, alternative accommodation if her home was uninhabitable and a payment of £500 if the boiler was beyond economic repair (BER). In mid-December Miss H called for help with her boiler. She complained that – after several visits – it took until 6 January for Aviva to say it was BER. Aviva offered her £350.00 compensation.

Our investigator recommended that the complaint should be upheld in part. She thought that Aviva was responsible for delay, failure to adequately address the claim for alternative accommodation and further delay in issuing the £500 BER payment. This caused Miss H substantial distress and inconvenience. The investigator recommended that Aviva should pay Miss H an additional £300.00 for the service she received.

Aviva disagrees with the investigator's opinion in part. It says, in summary, that Miss H didn't mention her medical condition. £500 compensation would be reasonable, Aviva says.

my findings

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

Aviva was ultimately responsible for dealing with claims. So where I refer to Aviva I include its home assistance provider and its engineers, for whose actions I hold Aviva responsible.

I accept Miss H's statement that she has a medical condition which causes hair loss.

A boiler problem in mid-December was always going to cause Miss H some inconvenience.

But I think that when she called for help, Miss H had a reasonable expectation that – within a few days – her boiler would be fixed or declared BER.

But there followed several engineer appointments.

Aviva accepts that it didn't keep Miss H informed about the progress of her claim. And there was a missed appointment.

From the call notes, I accept that Miss H asked for temporary accommodation. Whether or not she mentioned her health condition, I'm not satisfied that Aviva gave proper consideration to her request before deciding not to pay for a hotel.

It wasn't until 6 January that Aviva declared the boiler BER.

Around the same time, Aviva sent a final response letter. It said it would pay £300 compensation.

It also said it would pay for a hot water urn. From what Aviva and Miss H have said, I think it has paid her about £70 for that.

I accept Miss H's statement that she had to borrow money from her friends to pay for a new boiler while she waited for the £500 from Aviva.

It was late January when Aviva issued the £500 payment.

Miss H says that she had to take seven days off work to wait for engineer visits. But she hasn't provided enough details to persuade me that her working arrangements were such that Aviva caused her a financial loss.

I accept that the shortcomings in Aviva's service caused Miss H extra inconvenience and upset at an already difficult time.

I think Aviva left her without a working central heating boiler for too long.

Miss H and her pets were cold over the holiday period.

I accept that she travelled to a friend's home to use the shower.

But Miss H was upset and embarrassed about her personal hygiene.

Overall, I find it fair to order Aviva to pay Miss H – in addition to the £350 it has already paid – a further £300 for trouble and upset.

my final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I order Aviva Insurance Limited to pay Miss H – in addition to the £350 it has already paid – a further £300 for trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 12 May 2017.

Christopher Gilbert
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