

## The complaint

Mr B complains about the way Aviva Insurance Limited handled a claim under his home emergency policy and its refusal to take responsibility for his complaint.

## What happened

The detailed background to this complaint is well known to both parties, so I'll only summarise the key events here.

- Mr B made a claim under his home emergency policy due to a fuse which repeatedly tripped.
- An engineer attended the same day and advised that an appliance was causing the problem.
- The problem continued even after Mr B unplugged all the appliances. And the following morning, the fuse had tripped again and wouldn't reset.
- Mr B contacted his policy again and another engineer was arranged to attend. But an exact time couldn't be given despite Mr B advising that he could only be available between 9am and 5pm.
- An engineer arrived at 5pm and correctly diagnosed the fault.
- Mr B says he was left without electricity in his kitchen for the day. He works from home and was unable to make hot drinks or food. And he had to throw away some of the food in his freezer.
- Mr B tried to log a complaint but was told he had to raise this with Aviva's agents, HomeServe. He wasn't happy to do so as his contract is with Aviva, not their subcontractors.
- Aviva issued a response to Mr B's complaint offering £30 compensation for his concerns that it wouldn't take responsibility for the complaint. And it said it would pass the complaint about his claim onto HomeServe.
- HomeServe issued a response to the complaint about the claim, offering £170 compensation for what went wrong which Mr B accepted.

Mr B contacted our service as he remained unhappy with Aviva, but our Investigator was satisfied Aviva had acted in accordance with the policy terms and hadn't treated Mr B unfairly.

As Mr B didn't agree, the complaint has been passed to me to decide.

## **What I've decided – and why**

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

I'd like to reassure Mr B that whilst I may have condensed what he's told us in far less detail and in my own words, I've read and considered all his submissions. I'm satisfied I've captured the essence of the complaint and I don't need to comment on every point individually, or possibly in the level of detail he'd like, in order to reach my decision. This isn't meant as a discourtesy, but simply reflects the informal nature of our service.

As the insurers and underwriters of the policy, Aviva is ultimately responsible for the actions of its agents and claims handlers, including when things go wrong. But this doesn't mean that Aviva can't delegate out responsibilities to other parties, including claims and complaints handling.

The terms and conditions of Mr B's home emergency policy says that for home emergency claims and complaints, HomeServe should be contacted. And their phone number and address are set out.

The policy further states:

*"Explaining the parties involved  
This home emergency cover policy is underwritten by Aviva Insurance Limited.  
Claims handling is managed by HomeServe."*

The policy terms and conditions form the basis of Mr B's contract with Aviva. And so I'm satisfied that when Aviva told Mr B to contact HomeServe about his concerns over his claim, it was acting in accordance with the policy terms and it wasn't treating Mr B unfairly.

Aviva has already made an offer to pay £30 to settle this part of the complaint. Mr B should contact Aviva directly if he now wishes to accept this.

In regard to his claim, HomeServe has offered £170 compensation for the way the claim was handled. I've thought about whether this is fair taking into account the impact their actions had on Mr B. I'm aware the claim took two days to resolve, and for one day Mr B didn't have electricity in part of his home.

I've no doubt this would've caused Mr B some distress and inconvenience. And he's had to throw away some frozen food as a result. I agree he should be compensated for this, and I'm satisfied £170 is a fair resolution to put things right. I understand this has now been paid.

## **My final decision**

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 26 July 2024.

Sheryl Sibley  
**Ombudsman**