

The complaint

Mr C complains Aviva Insurance Limited dealt with a claim against his buildings cover instead of his home emergency cover and that this unfairly impacts his no claims discount.

What happened

In 2020 the Police forcibly broke into Mr C's home while he was away. When Mr C returned home and became aware of the damage, he made a claim with Aviva. Aviva accepted the claim against Mr C's buildings cover, made the property secure and reinstated the damage, costing it about £4,000.

Mr C complains that the claim should have been dealt with as a home emergency. He says he only asked for his home to be made safe and because Aviva has unfairly recorded the claim against his buildings cover, his insurance premiums are higher than they ought to be. He wants Aviva to change the way the claim was classified.

Aviva responded to say Mr C had called the buildings cover number, which is why it was treated as a claim under the buildings cover. It also said a home emergency claim wouldn't have been appropriate because it would have been limited to securing the property, likely through boarding up. Instead, it repaired the damage under the buildings cover, as was right.

Mr C didn't agree he'd made a claim against his buildings cover, so he asked our service for an independent review. The Investigator concluded, in summary, that Mr C had made a claim against his buildings cover and that was correct given the nature of the damage. Mr C didn't agree so 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.

Mr C had contents, buildings and home emergency cover with Aviva. However, the home emergency cover is provided by a dedicated third party and is accessed through a different phone number. Aviva say it received Mr C's claim directly through its buildings cover department. Mr C says this isn't the case and indicated he would provide phone records to support his position. This evidence hasn't been provided so I must decide the complaint based on the information I have. Having done so, I'm not persuaded it was wrong for Aviva to log the claim against Mr C's buildings cover.

In any case, I find it was fair and reasonable for Aviva to treat the claim as a buildings one. While a claim could have been made for a home emergency, that would have resulted in an emergency intervention only, to make the home secure – likely the front door being boarded up. What Aviva provided was much more substantial, including major repairs to a front door and several internal doors. This cost Aviva over £4,000, whereas the limit on the home emergency cover was £1,000. I'm therefore satisfied, regardless of whom Mr C called, it was appropriate for this claim to be dealt with against Mr C's buildings cover.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 3 October 2023.

James Langford
Ombudsman