

The complaint

Miss J is unhappy with the service received from Aviva Insurance Limited (Aviva) following faults she reported with her light.

Where I've referred to Aviva throughout, this includes any actions carried out by the company handling the claim and acting on Aviva's behalf.

What happened

Miss J has a home emergency policy underwritten by Aviva. This includes cover for emergencies such as loss of power to electrical circuits and failed sockets.

In January 2023 Miss J reported problems with the light in her toilet. Aviva carried out an inspection but didn't identify any faults with the light, so they also refused to change the light fitting for a new one which Miss J had purchased.

Miss J contacted Aviva unhappy with the first appointment and a second engineer attended the following day. They didn't identify any faults with the light either and also refused to change the light fitting under the insurance policy cover. They did offer to change the fluorescent tube for a small fee. They also said they could change the fitting, but this would be privately outside the policy terms.

As Miss J was unhappy with Aviva, she approached this service.

One of our investigators considered the complaint but he didn't uphold it. He said there was no evidence to support there was a fault with the light or valid claim under the policy, so he didn't think Aviva had acted unreasonably by declining to change the light fitting. He didn't recommend Aviva do anything further.

Miss J didn't agree and asked for a final decision from an ombudsman.

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.

Having done so, and whilst I appreciate it'll come as a disappointment to Miss J, I've reached the same outcome as our investigator.

Miss J's policy covers electrical emergencies, for example loss of power to electrical circuits, broken light sockets and breakdowns of the fuse box. Miss J reported her toilet light was faulty, so Aviva arranged appointments to inspect it.

However, neither engineer that attended concluded there was anything wrong with the light.

Whilst I note Miss J says the first appointment was carried out too quickly, if the engineer didn't find any faults with the light during the visit, I don't think they would be acting unreasonably by the visit being short in duration.

The second engineer, who was there longer, also concluded there was no fault with the light or dimming.

As neither engineer identified any fault with the light which would be covered by the policy, I don't think they acted unfairly by declining to change the light fitting as requested by Miss J.

I recognise that the second engineer offered to change the fluorescent tube at a cost of £5, but replacing bulbs and fluorescent tubes isn't covered, and even if they needed replacing, this doesn't necessarily mean the fitting is faulty. And the fact here is they (and the previous engineer) didn't identify anything wrong with the light or fitting, which would be covered under the policy. So, Aviva wouldn't be responsible for changing the light fitting in the first place, nor in replacing it with one which Miss J had already purchased.

I also acknowledge the engineer offered to change the fitting privately for a cost of £70 and Miss J says they didn't turn up. Aviva has explained that their engineers shouldn't offer private works during the insurance appointments, but the fact they did, in my view, further supports that this wasn't something covered under the policy. And any actions, or service issues from the engineer privately, and outside of the policy terms, wouldn't be the responsibility of Aviva.

I've considered Aviva's actions here and whether the evidence supports there was an insured event under the policy, which Aviva then unfairly declined. But based on all the information provided, I'm unable to conclude that's the case. With this in mind, I don't think Aviva has acted unreasonably by declining to change the light fitting.

Our investigator also said that if Miss J has any evidence to support that there was an issue with the light, that should have been covered, then she should provide this. However, Miss J has said it's unlikely her electrician would remember as it was several months ago and hasn't provided anything from them in support of her position.

However, if Miss J does now obtain any further information, she should submit this to Aviva for consideration. But based on everything I've seen, I don't think Aviva has acted unfairly by not replacing the light fitting, so I won't be directing them to reimburse the cost Miss J has incurred in doing so.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 31 October 2023.

Callum Milne
Ombudsman