

The complaint

Mr W is unhappy with the way Aviva Insurance Limited handled his home emergency claim.

Any reference to Aviva may include agents acting on its behalf.

What happened

Mr W claimed under his home emergency policy after his electrics kept tripping when he switched on his kitchen light. Aviva sent an electrician who didn't find a fault. The electrician said Mr W should contact Aviva again if the light continued to trip the electrics.

The problem continued, so Mr W contacted Aviva again. It sent an electrician, who identified a fault with the fluorescent light. The electrician took down the light and replaced it with a single bulb pendant light fitting.

When Mr W asked Aviva to fit a new fluorescent light, it said a like-for-like replacement wasn't covered under the home emergency policy.

Mr W complained to Aviva. He said he'd been left with a single bulb causing shadows in his kitchen, and a long, undecorated strip on the ceiling where the original light fitting had been. Mr W thought it would be reasonable for Aviva to fit an LED light which would get around the policy regarding like-for-like replacements. He also complained that the electrician had been rude to him.

Aviva looked into Mr W's complaint, but it didn't think it had done anything wrong in respect of the kitchen light replacement. It said the pendant light was installed as a 'meantime' measure – a temporary measure – until Mr W could make arrangements for a different fitting. In the absence of any evidence to show that its electrician had been rude to Mr W, Aviva accepted this element of his complaint and apologised.

Mr W didn't think that was enough, so he brought his complaint to this service.

Our investigator thought Aviva had handled Mr W's claim in line with the policy, so he didn't propose any further action.

Mr W didn't agree. He said Aviva's agents were responsible for the rude conduct he'd encountered, and he clarified that the policy didn't provide for a replacement fluorescent tube, but it didn't prevent Aviva from fitting one.

The complaint was 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.

Having done so, I've decided not to uphold Mr W's complaint. I realise this will come as a disappointment to him, but I haven't seen any evidence to persuade me that Aviva did

anything wrong. I'll explain.

For me to uphold Mr W's complaint, I'd need to see that Aviva failed to handle his claim in line with the policy terms and conditions. In this case, Mr W's light caused the electrics to trip. Looking at the policy it provides cover for electrics, but it doesn't cover:

e) routine electrical maintenance tasks including:

i. replacing lights bulbs, fluorescent tubes and decorative light fittings

Looking at what Aviva did, it identified the fault and replaced the light fitting with another as a temporary measure until Mr W bought a new fitting. It refused to supply and fit a new like-for-like or similar light fitting, although it confirmed it would fit one if Mr W bought it.

As Aviva's actions are in line with the policy, I'm satisfied that Aviva handled the claim reasonably.

I've gone on to think about whether Aviva's actions were fair in the circumstances. I can understand that Mr W would want Aviva to install a permanent new light fitting of a similar style and size to his original fitting. But the policy is there to provide assistance in emergencies which, in this case, was restoring the light to Mr W's kitchen and preventing further electrical trips. The evidence shows that Aviva did exactly that. The policy doesn't provide for Aviva's agents carrying out further work beyond fixing the immediate problem, so I wouldn't expect Aviva to install a new light fitting. Nevertheless, Aviva told Mr W it would install a new light fitting for him once he'd bought one. I think that's fair in the circumstances and I don't find that Aviva did anything wrong here.

Mr W said the electrician left the old fluorescent light on his kitchen floor. Aviva's evidence shows that it was so Mr W could replace the fitting with something similar. While I understand that Mr W might've expected Aviva to take it away, I don't think it did anything wrong by leaving the light fitting.

I've looked at the letters Mr W sent to Aviva, trying to get a response to his request for a new LED light fitting and installation. He wrote directly to named people at Aviva and expected a direct response in return. Aviva didn't reply to all of Mr W's letters, and the replies weren't from the person to whom Mr W addressed the letter. While Aviva may not have responded on every occasion, I'm not asking it to do anything in respect of this part of Mr W's complaint. That's because Aviva had already sent its final response letter to Mr W, so he ought to have been aware that it wouldn't be doing any more regarding his complaint.

Having looked at Mr W's comments about the conduct of an electrician during a previous appointment regarding his shower, I accept that he may have been upset by their manner. Given the passage of time, Aviva said there was no evidence of the events Mr W reported but it accepted his description in good faith. Aviva apologised to Mr W for any perceived rudeness.

Overall, I find that Aviva handled Mr W's claim in line with the home emergency policy. Therefore, I see no reason to require anything of Aviva in respect of Mr W's complaint.

My final decision

For the reasons I've given, my decision is that I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 December 2023.

Debra Vaughan
Ombudsman