

The complaint

Miss I complains that Aviva Insurance Limited hasn't settled her home emergency policy claim fairly.

All references to Aviva include its agents.

What happened

Miss I was having a problem with her boiler, so she arranged for a repair under her home insurance (home emergency cover) policy with Aviva.

Aviva sent an engineer around to her property, but he couldn't fix the boiler because a new gas valve needed to be ordered. A couple of weeks later an engineer returned with the new part but couldn't fit it because the gas connector was broken. Aviva tried to source a new connector but wasn't able to do so as the part was obsolete. So, it offered Miss I £500 towards a replacement boiler.

Miss I arranged for a private engineer to look at her boiler. The engineer said it looked like the connector might have been damaged when the previous engineer had tried to remove the part.

Miss I was unhappy with Aviva's offer of £500. She believed Aviva's engineer was responsible for her boiler needing to be replaced. So, she felt Aviva should pay the full cost of the new boiler she needed to buy.

Aviva disputed that the connector was damaged by its engineer during the repair. It said that as there was no evidence the damage had been caused by its engineer's poor workmanship, it had paid Miss I £500 towards a new boiler per her policy's terms and conditions.

I issued a provisional decision on 29 May 2020 where I explained why I didn't intend to uphold Miss I's complaint. In that decision I said:

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

I know this will be disappointing for Miss I, but based on what I've seen so far, I intend to reach a different conclusion to our investigator. This means that I don't plan to uphold her complaint. I'll explain why.

The relevant industry rules require Aviva to handle claims promptly and fairly.

Aviva has offered to settle Miss I's claim in line with its terms and conditions which say:

"In the unlikely event that your main heating system is declared beyond economical repair, we will advise you to replace it and will contribute £500 towards the cost of a new boiler or electric heater. You are responsible for arranging a replacement."

Miss I isn't satisfied that this is sufficient. She says the Aviva engineer damaged her boiler and she wouldn't have needed to have it replaced if they hadn't done so. She's provided a copy of an email from the independent engineer she'd asked to look at her boiler. This says:

"The connecting piece from the gas valve to which would have connected the isolation valve had split in 3 places with signs of room markings on the inside which could have been caused by the attempted removal of this part".

The Aviva engineers who visited Miss I's property said the gas connector was already damaged – they'd discovered a hairline crack. They've said: "On removing the gas valve we discovered the damaged connector, we did not attempt to remove connector tail from the gas valve. We followed the unsafe working procedures and ordered a new connector. Unfortunately this part was not available anymore..."

I've considered the information from both engineers. The independent engineer said that the damage "could have" been caused by the attempted removal of the valve. It doesn't say that it definitely was. I acknowledge that they've said the connector had "split" while the Aviva engineer has referred to a "hairline crack". But I don't think this slight difference in wording is enough to say that the Aviva engineer's account of what happened isn't right. And I haven't seen any other evidence to persuade me that the Aviva engineers damaged Ms I's boiler.

Even if I was persuaded that Aviva was responsible for the damage to the connector, I don't think it would be fair to ask it to reimburse her for a new boiler. Miss I's boiler was 19 years old and from what I've been told, she was experiencing problems with it repeatedly cutting out when she asked Aviva to have a look at it. So, it seems likely that it would soon have needed to be replaced anyway.

Aviva's terms allow for it to contribute £500 towards the cost of a new one if a boiler is declared beyond economical repair. In this case Aviva was unable to arrange for Miss I's boiler to be repaired. So, I think it was fair for it to offer her £500 instead."

I gave both parties the opportunity to send me further information or comments they wanted me to consider before I issued my final decision.

Responses

Aviva said it didn't have anything further to add.

Miss I said:

- She only called Aviva once when her boiler cut. It would work for a few hours and then go off by itself. It would work again when the boiler was restarted. There were several visits from engineers because they couldn't work out what the problem was. The boiler stopped working altogether after new pipes were installed.
- She had been without heating or hot water for at least four weeks when an engineer told her he could not fit the valve because it had been modified and wouldn't fit into the connector. When they told her the connector was obsolete, she didn't believe them because she'd been told various different things. She arranged for an independent engineer to come and look at the boiler. The engineer told her the connector had been broken when someone was trying to remove the valve from the connector. So, she called Aviva and told them they would have to pay to replace her boiler because they broke it.
- If she had planned to replace her boiler, she wouldn't have waited for over five weeks for Aviva to try to fix it. She bought a new boiler because Aviva made her boiler unreparable by damaging a part of it that's off the market.

- The Aviva engineers were the only ones with access to the boiler when the valve was broken. When Miss I asked the independent engineer to write down what he told her, he said he didn't want to get anyone in trouble. That was why he used the words "*could have been*", when he definitely told her it was broken by someone trying to remove the valve. Miss I asked Aviva to send someone else out to verify what the independent engineer had said. In her opinion, Aviva was negligent in refusing to come out and have another look.
- She thought it was unreasonable to say that the age of the boiler excuses Aviva's actions. She had a semi-functional boiler before Aviva got involved but by the end she had nothing. It would be fairer to require Aviva to pay at least half of the cost of the new boiler if I can't say beyond a reasonable doubt that it didn't break the boiler. My decision shouldn't hinge on whether or not the boiler was old, it should be based on whether or not Aviva broke it.

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.

Miss I feels very strongly that Aviva damaged her boiler and she wouldn't have needed to replace it if it hadn't done so. But to uphold Miss I's complaint, I'd need to be persuaded that this was most likely to have been what happened. And the independent engineer's suggestion that the connector "*could have*" been caused by the attempted removal of the part isn't strong enough evidence to persuade me, when weighed up against the other information I have.

Miss I says Aviva was negligent by refusing to arrange for another engineer to verify what the independent engineer said. But Aviva says this wouldn't have been of any use as they would only have reported the connector was broken at the time. And I think this is reasonable.

I appreciate that Miss I doesn't feel the age of the boiler is relevant. But I think this does have some bearing when trying to establish the likelihood of Aviva being responsible for the boiler needing to be replaced. Boilers have a limited lifespan and Miss I says herself that her boiler was "*semi-functional*" before Aviva got involved.

As I've said, I don't have strong enough evidence to show me that Aviva caused the damage to the connector. And Aviva wasn't able to fix the boiler because the connector was obsolete. So, I think it acted reasonably by paying Miss I £500 towards the cost of a new boiler.

I know my decision will be disappointing to Miss I who has had to spend a significant amount of money on a new boiler. But having carefully considered her points, I've reached the same conclusion as I did in my provisional decision.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss I to accept or reject my decision before 29 July 2020.

Anne Muscroft
Ombudsman

