

The complaint

Mr F complains about the way Aviva Insurance Limited has handled claims he made on his home emergency insurance policy.

What happened

In August 2019, Aviva replaced Mr F's boiler under its policy cover for boilers which were beyond economic repair. Around a month later, Mr F began to experience problems with the new boiler. Aviva sent out an engineer who diagnosed that a pump had failed, because of a build-up of a sludge. As Mr F had turned down a full system powerflush when he agreed to get the new boiler fitted, Aviva said the repair costs weren't covered. Mr F wasn't happy about Aviva's decision and he complained.

As Mr F continued to experience issues with the boiler, in November 2019, he asked an independent engineer to inspect it. The engineer identified that there were issues with the way the boiler had been installed, which needed to be put right. So Mr F got back in touch with Aviva so it could rectify the issues.

Aviva's engineers came out to carry out the fixes needed on 10 December 2019. However, while the works were ongoing, Mr F's boiler shut down and he had no heating or hot water. Mr F thought it was a result of Aviva's engineers re-pressurising his boiler system. Aviva identified there was a leak in the hot water cylinder which was causing the issues. It originally told Mr F he'd need to pay for it to be replaced.

Mr F complained to Aviva again. He said he and his wife were elderly, with health problems and they'd been left without heating and hot water. Aviva ultimately agreed to cover the cylinder at its cost, although it couldn't be certain it'd caused the leak. It replaced the cylinder on 19 December 2019, although it also missed an appointment the day before. Mr F continued to experience further boiler issues in January 2020, which the manufacturer was called out to investigate. He said the manufacturer cleared a blocked pipe, which hadn't been done during the installation.

Aviva acknowledged it'd made some mistakes in the handling of Mr F's claim. It paid Mr F £600 for the replacement of his boiler, £78 for the cost of his engineer's report and £270 compensation. Mr F wasn't happy with Aviva's offer and asked us to look into both of his complaints.

Our investigator didn't think either complaint should be upheld. He thought the evidence showed Mr F had been offered a powerflush during his boiler quote, but he'd turned it down. And it seemed the pump had failed due to sludge. So he didn't think Aviva was liable for the cost of the new pump. And having considered the second complaint, the investigator felt the overall compensation Aviva had paid Mr F was fair and reasonable, taking into account the cost of replacing the cylinder and the £270 compensation.

Mr F disagreed. He accepted the pump wasn't covered. And he felt it'd been reasonable for Aviva to pay for the cost of the new cylinder and his engineer's report. But he didn't think £270 compensation was enough to recognise the trouble and upset Aviva's handling of the

complaint had caused him.

I issued my provisional decision on 9 November 2020. In my provisional decision, I explained the reasons why I planned to direct Aviva to pay Mr F total compensation of £450. I said:

'First, while I've summarised the background to the complaint, I'd like to reassure both parties that I've thought carefully about everything they've said and provided. As Mr F now accepts his first claim for the failed pump isn't covered by the policy terms, I'm not going to consider this part of his complaint any further. So I've turned to consider the impact Aviva's faulty installation of Mr F's boiler had on him.

It's clear that there have been mistakes in the way Aviva installed Mr F's boiler and how it dealt with his subsequent claim. The boiler was installed in August 2019 and Mr F said he experienced ongoing issues after that, needing to bleed the radiators regularly, hearing noises and hearing a gurgling sound. Mr F called out his own engineer to look at the likely cause of the issues. The engineer discovered a number of issues with the way the boiler had been installed and drew a direct link between some of the noise issues Mr F had identified and the way the cold feed and expansion pipe had been fitted.

I appreciate Mr F didn't let Aviva know about the ongoing noise issues he'd been experiencing and the fact that he needed to regularly bleed the radiators to deal with an assumed airlock. But given the issues the engineer identified, I do think it's most likely Mr F was experiencing these issues on a regular basis after the boiler was installed. And that he was put to some inconvenience in needing to try and avoid airlocks in the system.

Once Mr F sent Aviva the engineer's report, it agreed that its engineers would rectify the issues Mr F's engineer had identified. I think this was an appropriate response from Aviva and what I'd have expected it to do in the circumstances.

It isn't clear why Mr F's cylinder developed a leak which led to his boiler failing and providing no heating or hot water during one of the coldest parts of the year. It's possible it was down to the age of the cylinder, but the breakdown did happen while Aviva's engineers were carrying out repair works to the boiler. And Aviva accepted it was possible its engineers had caused the issues. So it's difficult for me to decide whether the leak was directly down to Aviva or not.

Mr F and his wife were left without heating or hot water for a period of around nine days, in winter, while the work was ongoing. Given their age and health conditions, I don't doubt this caused Mr F substantial distress and inconvenience. I've looked closely at Aviva's notes and it seems that a replacement cylinder wasn't ordered until 16 December 2019 – several days after the boiler broke down. It appears the delay was down to Aviva establishing whether it had been responsible for the damage.

Looking at the policy terms though, leaking hot water cylinders are covered by the policy terms. So on the face of things, even if Aviva's engineers hadn't caused the leak, Aviva was still liable for the costs of replacing it. This means I think it ought to have dealt with ordering Mr F a new cylinder at least five days before it did. And that Mr F and his wife were left without heating and hot water unnecessarily. It's also clear that Aviva's engineers missed an appointment to fix the cylinder, causing another day's delay.

In the round, I don't think the cost of replacing the cylinder should fairly be treated as part of the compensation, because I think it was covered by the policy. And I'm currently persuaded that given Mr F is vulnerable, Aviva should've acted several days quicker than it did to ensure Mr F's boiler was working and able to provide heating and hot water during one of

the coldest months of the year. I've also taken into account the fact that due to the faulty initial installation, Mr F likely had to take remedial action to keep the boiler ticking over. So it seems to me that Mr F has suffered significant trouble and upset as a result of Aviva's actions. I therefore currently think fair total compensation to recognise Aviva's mistakes would be £450. Deducting the £270 Aviva's already offered, I plan to direct it to pay Mr F an additional £180.

I appreciate Mr F has noted other issues he experienced with Aviva during the initial installation process. Aviva hasn't had a chance to consider any complaint about these particular issues though, so I can't take them into account here. Mr F also feels that the manufacturer of the boiler pointed to a blocked condensate pipe causing the issues in January 2020, which it felt Aviva ought to have fixed. But Mr F hasn't provided Aviva or me with any evidence from the manufacturer which suggests this was the cause of the issue.'

I asked both parties to send me anything else they wanted me to look at.

Mr F provided me with a copy of the manufacturer's report, which referred to the condensate pipe being unblocked. He said this showed that he and Mrs F had suffered a further six days without heating as a result of this issue not being dealt with during the installation. He felt I should take this delay into account when reconsidering what compensation would be fair and reasonable.

We sent the report onto Aviva for its comments. Aviva said the fault hadn't been present when it last attended and it wasn't an installation fault. It was just something that'd happened. So it didn't think any further compensation was due.

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 think it's fair and reasonable for Aviva to pay Mr F total compensation of £450 and I'll explain why.

I'm grateful to Mr F for sending in the boiler manufacturer's report. I'd like to reassure him that I've considered it carefully. I agree that it does say '*blocked condense unblocked*.' So it's clear the manufacturer did unblock the condensate pipe as part of their visit and that it may have been this that caused the boiler to break down. I've noted though that the report also refers to a '*heavily rippled heat cell*' being replaced. So it's possible that this was the cause of the boiler failure.

Having looked again at the report from Mr F's independent engineer which had set out the original installation issues, I can see he'd referred to problems with the condensate pipe. However, the engineer didn't suggest the pipe was blocked at this point. He referred to the pipe not falling away and rising instead and the fact the connection wasn't suitable. So it doesn't seem that the pipe had been identified as being blocked in mid-November 2019, or that it was something that Aviva's engineers needed to put right following this report. On this basis, I think it's more likely than not that the blocked pipe wasn't an installation fault and likely wasn't present when Aviva's engineers attended.

On this basis, I don't think I have enough evidence to safely find that the blocked pipe was down to faulty installation, or that Aviva's engineers ought to have picked it up sooner. So while I sympathise with the additional time Mr F was without heating, I don't have enough to

reasonably conclude this was down to a failure on Aviva's part.

Overall, I still think Aviva's handling of Mr F's claims caused him significant distress and inconvenience. And I don't think its earlier offer of compensation was enough to recognise the impact it had on him. In all the circumstances, I'm still satisfied that total compensation of £450, less any amounts Aviva's already paid is fair and reasonable.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that I uphold Mr F's complaint.

I direct Aviva Insurance Limited to pay Mr F total compensation of £450.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 11 January 2021.

Lisa Barham
Ombudsman