

## **The complaint**

Mrs R complains that Aviva Insurance Limited (“Aviva”) failed to condemn her unsafe boiler when an engineer acting on Aviva’s behalf inspected it. She wants Aviva to recognise its failing and to acknowledge the worry caused to her and her family.

## **What happened**

Mrs R applied for boiler cover to a third-party company, H. The policy she was initially offered was underwritten by Aviva.

As part of the process of beginning cover, H sent an engineer to Mrs R’s home to inspect the boiler and to carry out a boiler health check. This was in order to decide whether the boiler was of adequate condition to be covered by the policy.

The engineer attended Mrs R’s home and inspected the boiler. He failed the boiler for its health check due to having observed a cracked sump.

He was unable to carry out a further check because the emergency control valve was seized, so he gave Mrs R contact details of an agency who would fix the valve for free as an emergency.

The engineer told Mrs R to get a local plumber to look at the boiler, but that it was no longer under H’s responsibility from that point. Mrs R advises that no paperwork was left, and that when her husband asked the engineer if it was safe to continue using the boiler, the engineer said it was ‘not for him to say’.

Mrs R contacted the agency who attended and replaced the gas valve, and she also contacted a local plumber. She reported to the local plumber that the engineer had observed a cracked sump, and the local plumber advised her to contact the manufacturer as a matter of urgency, as he was doing another job elsewhere and was unable to attend her home.

Mrs R contacted the manufacturer of the boiler and it sent an engineer 2 days later. The manufacturer’s engineer observed a cracked sump, and that the gas valve was passing. He determined that the boiler posed an immediate danger and, with the agreement of Mrs R, turned off, capped and labelled the boiler as immediately dangerous.

Mrs R then contacted Aviva. She felt that the engineer acting on their behalf had failed to condemn the boiler based on his observations and had left her and her family at risk of harm from leaking emissions.

Aviva responded, not upholding Mrs R’s complaint and saying that although the readings that their engineer had taken were slightly out they did not consider that it presented a risk.

Aviva also commented that another test could not be undertaken by their engineer as the valve had seized.

Mrs R was not happy with this response and contacted us. She had undertaken further

investigations into the safety procedures that should have been followed and she felt that Aviva's representative had not followed these.

One of our investigators has looked into this matter and set out his view to the parties. This was that, on the evidence available, he had not seen evidence that the boiler ought to have been condemned. He therefore did not think that Aviva had done anything wrong.

Mrs R did not accept that view and asked for an ombudsman decision.

I issued a provisional decision on this complaint in May 2021. In that decision I explained that I thought the complaint ought to be upheld.

I set out that whilst I accepted that Aviva had done all that was required of them under their contract, I thought that in the particular circumstances the engineer was under a duty to explain his findings to Mrs R, and give her meaningful advice about what his findings meant in respect of the safety of the boiler.

I felt that Aviva's comments to our investigation were unclear as to whether they considered that the boiler was safe, and so no advice was necessary, or whether they thought the engineer had done what was necessary in the circumstances and had issued a warning about the boiler. I invited Aviva to clarify and, if relevant, provide evidence in response.

That provisional decision has been shared with the parties and they have been invited to comment.

Mrs R has responded to the provisional decision indicating that she accepts the decision. She reiterated that the engineer did not issue any notice, nor advise her fully.

Aviva has responded indicating that it has received the decision, but that it has nothing further to add. I have therefore proceeded to final decision.

### **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.

In my provisional decision I explained that further evidence would be required if Aviva contended that a warning notice had been issued by the engineer. Such evidence has not been provided so I conclude that Aviva does not contend that the engineer issued a warning on the basis of the boiler being deemed 'at risk'.

In the alternative, I explained that I thought that the engineer had failed to explain to Mrs R what he had found and what that meant for the prognosis and immediate steps required (if any) to ensure the boiler was safe.

Aviva has not made any further submissions in respect of this view and so my view remains unchanged.

Consequently, I adopt my provisional decision, as supplemented by this decision, as my final decision.

### **Putting things right**

In relation to compensation, I noted that Mrs R was able to take swift action and any risk the boiler presented was addressed within a short time. I did, however, consider that she had

been caused worry and inconvenience about the boiler and about potential effects upon her and her family's health.

I therefore thought that Aviva ought to pay her £250 compensation for her trouble and upset.

Neither party has commented on my provisional decision in this regard, and so my view remains the same.

### **My final decision**

For the reasons given above, and in my provisional decision, I uphold Mrs R's complaint and direct Aviva Insurance Limited to pay to Mrs R £250 compensation for her trouble and upset.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 16 June 2021.

Laura Garvin-Smith  
**Ombudsman**