

## The complaint

Mr and Mrs B are unhappy with the service they received from Aviva Insurance Limited following a claim on their boiler breakdown policy. Where I refer to Aviva this includes its agents and claims handlers.

## What happened

Mr and Mrs B had boiler breakdown cover underwritten by Aviva. When their hot water went off they contacted their insurer to report the problem. A Monday morning appointment was booked but the engineer didn't arrive until after 1pm. After inspecting the boiler the engineer said he'd need to order a new pump. Mrs B said the engineer agreed to return at 7.30am on Wednesday so that the problem could be resolved before she started work.

But the engineer failed to arrive. And when they contacted Aviva they were told the engineer couldn't have agreed that early a time slot. An engineer finally arrived after midday to carry out the repairs.

Mr and Mrs B are very unhappy with the service they've received. They don't think a previous repair was carried out properly, so they had to pay a second excess when the pump failed. And they feel the compensation offered by Aviva is insufficient for the distress and inconvenience suffered.

Aviva said it was sorry Mr and Mrs B were unhappy with the service they'd received. It agreed the engineer hadn't attended the appointments within the given time-frame. And this had caused Mrs B to take time off work and wait in the house unnecessarily. And she hadn't received any update calls from Aviva to let her know what was happening.

Aviva accepted its service hadn't been of the standard it expected to offer. And it paid £175 compensation to Mr and Mrs B for any inconvenience caused.

Mr and Mrs B weren't satisfied with Aviva's response. So they contacted our service and our investigator looked into the matter. She could see Mr and Mrs B had first reported a problem with their boiler leaking in August. An engineer had replaced a valve and told Mr and Mrs B not to worry about any noises now the boiler had a new valve. Just over a month later the boiler stopped working and Aviva's engineer said it needed a new pump.

Although the problem was resolved within a couple of days our investigator could see the engineer hadn't kept to scheduled appointments. And Mrs B had chased Aviva many times without response to find out what was happening.

Our investigator said Aviva had accepted the claim and the boiler had been repaired. So the key issue was the amount of compensation offered by Aviva for the poor service. Our investigator recognised the inconvenience caused to Mr and Mrs B and their family. But she felt Aviva had responded and fixed the boiler in a reasonable timescale.

It'd taken a total of three working days to fix the problem. And Aviva had arranged for an engineer to attend on the first available day.

Our investigator didn't think the second fault was related to the first repair. A valve had been replaced due to a leak a couple of months earlier. But about six weeks later the water pump had failed and needed replacing. So she didn't think it was unfair that Mr and Mrs B had paid two separate excesses for the two different claims on the boiler breakdown policy.

She did feel Mr and Mrs B had gone above and beyond what should've been reasonably expected when trying to communicate with Aviva. But she felt the £175 offered was fair and reasonable for the trouble and upset Aviva's failings had caused Mr and Mrs B. So our investigator said she wouldn't be asking Aviva to increase it.

Mr and Mrs B didn't agree. It'd been a very unpleasant and upsetting experience and their family had been without hot water for three days. The compensation offered only covered the charge for that year's service – which had been very poor. So they've asked for an ombudsman's 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.

I can appreciate how disruptive this must've been for Mr and Mrs B. Despite trying to arrange for an engineer's visit around work and school-run commitments the engineer didn't arrive when expected.

Mrs B called Aviva a number of times to find out what was going on. But despite promises of a call-back that didn't happen. And Mr and Mrs B spent three days without hot water before the problem was solved.

Unfortunately in any situation such as this, there is a degree of inconvenience and stress. But as Mr and Mrs B had boiler breakdown cover I'd have expected Aviva to respond as quickly and efficiently as possible to put things right.

I've looked at Aviva's records and they show an engineer's visit was arranged for the same day the fault was reported. Although they didn't arrive in the morning as expected, the engineer attended later in the day and identified that the pump needed replacing. This was installed two days later and the problem was resolved.

I think that's a reasonable timescale for Aviva to identify the fault, obtain the replacement part and complete the repairs. But I do recognise the distress caused to Mrs B when the engineers didn't attend at the time expected. She had work to do and also children to collect and couldn't do anything in case the engineer arrived. Mrs B said she waited for five hours for an engineer after first reporting the fault. And although they promised to return and install the new pump in the early morning they actually arrived after lunch – causing further disruption and inconvenience.

Sometimes delays are unavoidable. But I'd have expected Aviva to keep Mrs B informed so she wasn't waiting unnecessarily. Unfortunately no one from Aviva got in touch with Mrs B. And when she called to ask where the engineer was, the promised call-back never materialised.

Aviva has acknowledged it could've done better. And it's paid £175 compensation for the trouble and upset caused to Mr and Mrs B by failing to keep them updated about the engineers' arrival. I'm sure Aviva also reviews the outcome of all the complaints it receives to see if it can improve its service.

Mr and Mrs B are also unhappy they've had to pay two excesses for separate claims within a short period of time. They say they mentioned to the engineer who dealt with a leak a month or two earlier that the boiler was making a noise. And if the engineer had dealt with that then, they'd have avoided the second excess when the pump failed six weeks later.

But I've not seen anything to suggest the two faults are connected. The engineer felt the new valve would resolve any problems that existed at the time. And it repaired the leak reported by Mr and Mrs B. But the engineer didn't feel there was any need to investigate or replace any other parts. There seem to have been two separate, unrelated, issues that needed dealing with. And therefore it's not unreasonable for two separate excesses to have been charged.

Mrs B also raised a concern about being told the engineer hadn't re-attended due to Covid19 symptoms. And that led to her family having to self-isolate after his first visit. I don't doubt Mrs B's recollection of the conversation, but I've not been able to find any record or mention of this on Aviva's records. Unfortunately the Covid19 situation has caused huge disruption to businesses and customers alike. And in the circumstances I don't think this is something I can hold Aviva responsible for.

But although Aviva dealt with the boiler breakdown within a reasonable period of time, it's clear Mr and Mrs B feels the compensation offered for the poor service they received is insufficient. So I've considered whether Aviva has done enough to put things right.

I don't think it would be fair to ask Aviva to refund the annual premium for the boiler breakdown policy as Mr and Mrs B have successfully claimed twice on the policy during that period. But I do think Aviva should compensate Mr and Mrs B for the poor service in not keeping them updated about the late arrival of the engineer. Aviva also failed to call Mrs B back when she reported that the engineer hadn't arrived.

I realise how strongly Mr and Mrs B feel about this matter. And I don't underestimate the distress caused by the late arrival of the engineer on both occasions. The lack of information from Aviva impacted on Mrs B's work schedule and family commitments.

But the boiler breakdown cover policy is intended to help with repairs when something goes wrong. It doesn't provide compensation for loss of earnings. And based on everything I've seen I think Aviva's offer of £175 compensation for the trouble and upset caused by its poor communication and late arrivals is fair and reasonable in the circumstances.

It's in line with the sort of award this service would normally make. And I won't be asking Aviva to do anything more.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 20 September 2021.

Andrew Mason  
**Ombudsman**