

## The complaint

Mr A is unhappy with the service provided by Aviva Insurance Limited (Aviva) following a claim for damage to his boiler.

## What happened

Mr A held a home insurance policy with Aviva which included home emergency cover.

On 11 January 2021 Mr A contacted Aviva and explained that his boiler wasn't working. Aviva arranged for an engineer to attend to Mr A's boiler but the engineer couldn't order parts or fix anything. Aviva arranged for another engineer to find out what was wrong. Aviva's engineer attended on 13 January and replaced the printed circuit board (PCB).

Mr A's boiler continued to have problems. Mr A contacted another provider who he also had cover with (provider B). Provider B attended Mr A's property and completed repairs, including changing the programmer. That same day, Mr A noticed that his boiler was getting too hot. So, problems with the boiler didn't appear to be remedied by provider B either.

Mr A contacted Aviva on 15 January, as things still weren't sorted, and there was now a further issue with the boiler's temperature. On 16 January an Aviva engineer attended and changed the fuse for the boiler. Mr A says that during this visit he was told that another engineer would attend to check the work carried out, and Mr A would receive a call about this. Mr A says he was advised not to touch the boiler or thermostat in the meanwhile. So, he didn't. But this meant the house was very hot.

On 20 January Mr A called Aviva and the case notes recorded '*Call back request, our eng attended & fitted a new PCB. The oust feels that the eng advised of another call to fix an issue with the thermostat & was expecting a call back on Tuesday. I rang the contractor & lft a VM for them to call the oust to update him.*'

On 24 January Mr A called Aviva as he still hadn't from the engineer. Mr A also told Aviva that he'd not touched the boiler or thermostat, as he was waiting for Aviva to get in touch. Because of the raised temperature in the house, his daughter had fainted. Aviva arranged for an engineer to attend Mr A's property the same day. The engineer found that everything was working ok. The electricity had tripped since the programmer had been changed so the engineer reset this.

Mr A contacted Aviva on 27 January and explained that the fuse board was still tripping. Aviva arranged for an electrician to be sent, but no fault was found. Aviva's case notes recorded '*there's power going to the boiler, so there is no electrical fault so needs gas engineer back, re attend raised on /3.. . Customer says not able to control temperature so issue with boiler system beyond spur. Needs boiler engineer to investigate and rectify.*'

The case notes indicate that an engineer attended Mr A's property on 1 February but no fault was found with the boiler or system by the engineer. Mr A continued to experience issues with his boiler and fuse board. Mr A's wife changed the fuse board, but on 6 February the fuse board blew up.

On 9 February the electrician attended and it was noted *'checked the internally fuse to boiler, which has blown, fault with boiler raised.'* Aviva then sent an engineer. The engineer replaced the fuse, and reported that *'problem appears to be water ingress from the flue due to weather i.e rain and recent snow.'*

Mr A continued to experience problems. On 10 February Aviva sent an engineer to investigate the same issue with the fuse board and electrics. The engineer that attended found that PCB had blown. The engineer also found that *'Water was getting into boiler from flue and that's what could have caused continuous electrical problems which has damaged to front and base of the insulation.'* Mr A's boiler was deemed beyond economical repair.

Mr A complained to Aviva about the poor service he'd received while trying to get his boiler fixed. He was particularly unhappy with the information he'd been given by the engineer who told him not to touch the boiler or thermostat as another engineer would be sent to investigate the problem. Mr A said because he'd relied on this, his daughter collapsed due to the high temperature. Mr A sought private medical care for her treatment costing over £700, as the consultant had advised *'The investigations confirmed that her collapsing episode is secondary to the high heat within her home.'*

Aviva responded to Mr A's complaint on 1 March. They acknowledged that the service provided could've been better, and offered £65 for the inconvenience caused to Mr A. Aviva said they couldn't find any evidence to support the advice given by the engineer not to touch the boiler or thermostat.

Mr A was unhappy with this decision, and so brought his complaint to this service for investigation. The investigator found that the compensation offered by Aviva didn't go far enough in recognising the upset caused to Mr A. The investigator recommended Aviva pay Mr A £200 for the poor service he'd received and the impact it had had on him. The investigator didn't recommend Aviva pay for the medical costs Mr A was seeking.

Aviva didn't agree with the investigator, saying that they'd contacted the engineer who'd attended on 16<sup>th</sup> January, and the engineer had advised *'I can find no documentation to confirm that a conversation was had re the thermostat temperature, but according to customer he did have other contractors in attendance during that time too'*. Aviva also commented *'If there was to be a further visit the engineer would have put this in his notes and the job would not have been closed off. Therefore, I cannot accept that we informed [Mr A] of this.'*

Mr A also didn't accept the investigator's findings, saying *'the reason for going private was pure concern for my Daughter as she has never collapsed and shook like that before... I was as you know advised not to turn down heating by the engineer and was advised that someone will come next day to check work.... that was the very cold snowing period and I had no hot water and I am also asthmatic which effects me.'*

As the complaint couldn't be resolved it's been passed to me for 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've focused my comments on what I think is relevant. If I haven't commented on any specific point it's because I don't believe it's affected what I think is the right outcome.

It is an insurer's duty to ensure a claim is progressed promptly and fairly, and that the insurer provides guidance to the consumer in terms of the claim.

Mr A contacted Aviva in early January to report a problem, and it wasn't until a month later the problem causing the emergency was identified. There were nine visits to the property before a correct diagnosis was given. And Mr A didn't receive any communication after he told Aviva he was under the impression he would be hearing from another engineer. Despite Aviva then contacting the engineer to raise a query about this.

As the above is accepted, the dispute now relates to the award of compensation that should be paid in recognition of what went wrong, and the impact this had on Mr A.

The crux of Mr A's complaint, and the compensation he wants Aviva to pay, concerns the misinformation he says he was given on 16 January 2021 when he was told by the Aviva engineer that further inspection was required, and he'd receive a call to arrange for this to happen. Mr A says he was advised not to touch the boiler or thermostat in the meantime. It was reliance on this information which led to the trouble and frustrations Mr A is seeking compensation for.

It's not possible for me to know exactly what was discussed with Mr A on 16 January 2021. So, I can't be sure what Mr A was told about another engineer getting in touch with him. But what is clear is that four days later Mr A told Aviva he was of this impression. And Aviva said they would contact the engineer and get back to Mr A.

On 20 January Aviva's case notes recorded '*rang the contractor & left a VM for them to call the out [sic] to update him.*' Even though a message was left with the engineer that had visited Mr A on 16 January, it doesn't appear that the engineer made any further contact with Mr A. Or that Aviva itself contacted Mr A after this message either.

Given that at this point Aviva knew Mr A was struggling with boiler problems and was awaiting a response from them before turning the heating down, I'm satisfied Aviva should have got back to Mr A promptly to discuss next steps.

Aviva didn't do this, and this meant Mr A had to chase the matter. By this point Mr A had been living in his property, with the heating too warm, for a further four days. And he has provided information to show the level of heat at the property caused his daughter to faint.

Aviva say they're not responsible for this. And '*If there was to be a further visit the engineer would have put this in his notes and the job would not have been closed off.*' But whether Aviva told Mr A they'd be visiting again or not, they had the chance to put things right by getting back to Mr A and arranging for another engineer after Mr A called them on 20<sup>th</sup> January. But by not following up with the engineer after leaving a voicemail, I think they treated the '*job... [as] closed off.*' Despite knowing the property was too hot.

The evidence indicates that the issues Mr A was reporting were often relating to the same, or a linked problem, but had to be raised several times before being detected. Although I take on board Aviva's comments that their engineers couldn't find any faults at the time of inspection, I think the continual calls for similar issues only days apart, suggest the problem wasn't being correctly assessed and remedied by Aviva. I can appreciate how all of the above would've caused Mr A further frustration and inconvenience to what was already a very stressful time for him.

Mr A says that Aviva should be held responsible for the medical expenses incurred as a result of his daughter fainting due to the high temperature. He feels strongly that Aviva is responsible for what happened to his daughter. I don't doubt what an upsetting time it

must've been for Mr A when dealing with the issues with his boiler, and the impact on his family.

I appreciate Mr A was acting in his daughter's best interest by taking her through private healthcare for treatment. And I note his comments that because of the pressure on the public health system, he didn't feel he had a choice. But balancing what's happened, I don't think it would be proportionate to ask Aviva to pay for this, when treatment could have been sought without incurring costs. So I won't be asking Aviva to cover the medical expenses Mr A is claiming.

But I do think it's fair that Aviva pay further compensation than the £65 offered, in recognition of the impact on Mr A.

Having considered these events, I think a payment of £200 is fair compensation to Mr A for the poor service received from Aviva. I say this because I think it fairly reflects the level of inconvenience Mr A experienced by needing to call Aviva a number of times, and the frustration caused by the lack of response to his call of 20<sup>th</sup> January. I also think this recognises the worry Mr A felt at the temperature in his house and the effect on his family.

### **Putting things right**

The investigator recommended a payment of £200 (minus any compensation already paid) to recognise the impact on Mr A as a result of the poor service provided by Aviva.

I think this compensation is fair and in line with what I would direct in similar circumstances. So, I direct Aviva to pay Mr A £200 (minus any compensation already paid) in recognition of the impact on him.

### **My final decision**

For the reasons provided I uphold this complaint.

Aviva Insurance Limited must follow my directions above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 25 October 2021.

Neeta Karelia  
**Ombudsman**