

The complaint

Mr F complains about a home emergency policy provided by Aviva Insurance Limited.

What happened

Mr F took out a home emergency policy with Aviva. As part of the initial set up of the policy an engineer was sent to Mr F's property to complete a check on his boiler. During this visit, Mr F informed the engineer there was a leak on his bathroom radiator. The engineer couldn't see any evidence of a leak at that time but checked the rest of the radiators in the property and adjusted them to ensure the central heating system was working properly.

Mr F later called Aviva to say there was again a leak on his bathroom radiator. An engineer reattended the property and as part of that visit also found a leak on the living room radiator. Mr F complains the engineer caused the leak on the living room radiator through the actions he took on the initial visit. Mr F is unhappy that leaking water has caused damage to the floorboards underneath the living room radiator.

When Mr F complained to Aviva, it denied the engineer had touched the radiators on the initial visit. Mr F has explained he felt he was being called a liar and was insulted by this. When this was later discovered to be incorrect, Aviva apologised and refunded the excess payment that Mr F had been charged for reattending the property as an acknowledgement of its error. It did not however agree its engineer caused the living room radiator to leak.

Mr F was unhappy with Aviva's response as he didn't feel the compensation offered accurately reflected the distress he'd been caused. Nor did it put right the damage that had been caused.

Our investigator looked at the complaint but didn't think it should be upheld. He thought Aviva had adequately compensated Mr F for the error it made. And he didn't think, given the time that had passed, it could be proved the engineer caused the radiator to leak.

Mr F disagreed and asked for the complaint to be looked at by an ombudsman.

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 agree with the conclusions reached by the investigator for the following reasons:

- It is now accepted the engineer did adjust the radiators on the first visit. At the time the adviser made the opposite statement, it was their belief it was correct based on normal practice for a boiler check and the information they had been given. The statement wasn't made with the intent to offend Mr F, simply the complaint handler would have needed to decide which version of events they were more persuaded by.

- Aviva apologised to Mr F for this error and refunded a claim excess. While I appreciate Mr F has said he was very offended he was not believed in the first instance, I think the action Aviva has taken is reasonable here. So I don't intend to award further compensation.
- The claim excess was initially charged correctly as Mr F had an existing leak on his bathroom radiator. As the engineer was called out to fix that leak, it was correctly dealt with as a claim and as such Mr F should have been charged an excess for it.
- I think it is clear Mr F's boiler and central heating system had existing issues prior to him taking out cover. The engineer notes there were issues with the boiler reaching the correct pressure and also there were issues with the radiators working correctly. This is why he adjusted them on the initial visit, to get the system working correctly.
- I appreciate why Mr F believes the leak on the living room radiator was solely caused by the actions of the engineer. But, given the evidence available to me, including the photo Mr F has provided, I'm not persuaded this was the case. I think it is more likely than not there was an existing issue with that radiator which the engineer's actions may have served to highlight.

For the reasons above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr F's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 29 March 2022.

Alison Gore
Ombudsman