

## **The complaint**

Mrs B complains about the handling of her claim by Aviva Insurance Limited to repair a leaking underground pipe and faulty boiler under her home emergency policy.

Mrs B is represented by her son Mr I in this complaint.

## **What happened**

Mrs B owns two houses next door to each other. She lives in one with Mr I and the other is rented out. Mrs B has a home emergency policy in place with Aviva to provide cover for the tenanted property.

In March 2021 the tenant reported water coming up through the floor. Mr I contacted Aviva to make a claim. This was on a Sunday and Aviva attended the following Thursday. An underfloor leak was detected using specialist equipment. An appointment was arranged for the floor to be excavated eleven days later. At the appointment the leak was fixed and a temporary floor covering was put in place to make the area safe.

Aviva says Mr I asked if further excavation could be carried out to replace or move the underfloor pipe to avoid further leaks. It agreed to only repair the leak that had been identified.

Mr I reported a problem with the boiler. He says it stopped working when the engineer had done something to it, which was during the initial visit to identify the leak. Multiple engineer visits took place to try and fix it, without success. Because of the delays Mr I employed a private engineer to repair the boiler and heating system. In addition to these issues he says Aviva's engineer caused damage to a plaster wall.

Aviva offered to cover the cost of Mr I's call out charge for his engineer, and a replacement pressure sensor. It also offered to pay the cost of the immersion heater diagnosis and cable installation. Mr I arranged to have the boiler replaced. Aviva offered what it would pay for a replacement, albeit it says the boiler hadn't been shown to be beyond economical repair (BER). In addition, Aviva offered £300 compensation for communication issues and the inconvenience caused to Mrs B.

Mr I thought more compensation was due. He says he lost a contract role due to the time he spent dealing with this matter and allowing access to engineers. In addition, he says the inconvenience caused to the tenants was significant. He says Mrs B agreed a rental discount because of the lack of heating and disruption caused. Mr I wants Aviva to recognise these points in its compensation payment. Because he remained unhappy, he referred the complaint to our service.

Our investigator didn't uphold the complaint. He acknowledged Aviva's explanation as to why it took from Sunday to Thursday for an engineer to attend, given the high demand for services in Mrs B's area at that time.

He noted Aviva had asked if the water main could be turned off, in an effort to prevent further

damage occurring. He highlighted the confusion over whether the boiler was covered as it was housed next door and there were some issues with how it and the hot water cylinder had been installed. But he thought Aviva had been fair in offering to pay for some of the engineer costs Mr I had paid in addition to £300 compensation.

Mr I disagreed with this outcome and asked for an ombudsman to review his complaint. He thought more compensation was required to acknowledge the impact Aviva's delays and poor service had on him, Mrs B, and her tenants.

It has been passed to me to decide.

### **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've decided not to uphold the complaint. I understand this will be disappointing for Mr I and Mrs B, but I will explain why I think my decision is fair.

#### *Delay in repairing the leak*

When Mr I first reported the claim, it took approximately four days until an engineer was able to attend. I can see from the records provided that specialist equipment was used to locate the leak. From here arrangements were made to excavate the leaking pipe and carry out the repair.

The Insurance Product Information Document Aviva sent to Mrs B says cover is in place to respond to emergency situations. This includes plumbing issues. The cover that is provided isn't in dispute. Mrs B's tenant described water coming up through the floor. I think this reasonably constitutes an emergency in line with the policy terms - so I'd expect Aviva to arrange a response quickly once it was aware of the leak. In the circumstances described I don't think four days is a reasonable timeframe in which to arrange for an engineer to attend.

I've listened to the phone call when Mr I first contacted Aviva. He's told to expect a call to arrange an appointment. I've also listened to the call that took place the next day when the appointment is arranged. The agent says, "*it's extremely busy in that area this week*" and the earliest appointment isn't till the coming Thursday.

Aviva accepts it should have attended sooner. I acknowledge its agent referred to the area in which Mrs B's lives being very busy at that time. But Aviva is responsible to arrange an emergency response under its policy terms.

Mr I refers to additional damage caused because of the time taken to stop the leak. I note that during the initial call he was asked if he could switch off the water at the stop cock. Mr I says he thinks the leak is with a heating pipe so that wouldn't help.

We asked Mr I if he could show that additional damage was caused due to the leak not being fixed until around two weeks after the claim was made. He didn't have evidence to show this. But says it's common sense to expect the leak would cause further damage.

I have looked at the photos showing the excavation work and the area after the repairs were finished. I understand a temporary reinstatement of the flooring was put in place, which can be seen in the photos.

I asked Aviva what its first engineer did to stop the leak. It responded to say that as the leak

was on the central heating pipe, turning off the water would not have made a difference. And that its records don't show that any action was taken by the first engineer to stop the leak.

Once the leak was identified it was a further eleven days before the floor was excavated and the leak was fixed. In the circumstances this seems like a long time to respond to the ongoing leak. I asked Aviva why it wasn't able to respond sooner and what is the expected response time in this situation.

Aviva responded to say that when the first engineer attended, he confirmed a dig was required to expose the pipes and complete a repair. Following this a specialist team has to attend to carry out the dig and complete the repair. It says there are only a certain number of engineers who can do this type of work. And that the expected response time is the first available appointment.

From the records I can see that once the pipe was excavated, the leak was found, and the problem was resolved. Aviva says the void was then filled and the floor levelled. I've read the policy terms to see what is expected to happen here. The terms say:

*"What is covered: Plumbing and Drainage:*

*...The engineer will resolve the immediate problem by repairing or replacing leaking pipes...This will include temporary reinstatement of any excavations carried out as part of the claim."*

Based on the photos and records provided, Aviva dealt with the leak and reinstatement as required by the policy terms. The terms don't set out timeframes for responding. But as an emergency response was expected and there was an ongoing leak - I think Mrs B should have reasonably expected the engineer responses to have been quicker.

Mr I says he thought there may be further leaks with the heating pipes and wanted the engineer to excavate further. From the records the plumber says he didn't agree to moving pipes or digging further. This is because his instructions were to repair the leak that had been identified at the first appointment.

I understand why Mr I was concerned about the potential for further leaks. But no other leaks weren't identified by the thermal imaging that was carried out. The policy terms don't allow for further work other than to resolve the emergency reported. I don't think it's been shown that Aviva behaved unreasonably here in fixing the leak its plumber had identified. But I do think the response could've been quicker.

I acknowledge Mr I's point that further damage was caused because of the time taken to repair the leak. Aviva says the water leak will already have damaged the flooring and it isn't responsible for this.

I don't think it's been shown that further damage was caused because of the time Aviva took to respond. The flooring had already been damaged by the water leak prior to Aviva being contacted. Even if Aviva's engineers attended sooner the flooring will still have been exposed to the water leak. Based on the evidence I don't think Mr I's shown that Aviva is responsible for additional repair costs.

#### *Boiler repairs/location of boiler*

The boiler that services the tenant's property is located next door at Mrs B's property. Mr I explains the layout of the two houses was changed to help the tenant who couldn't afford to pay the rent for a larger property. Partition walls were added that reduced the size of the

property. But this means access to the boiler is only now possible from Mrs B's home. Mr I says it isn't a communal boiler – it services the tenant's property only. Aviva says this caused confusion, which is apparent from the notes provided.

Aviva sent a gas engineer when Mr I reported an issue with the boiler not working after its plumber had first attended. At this time, it says it should've advised that the boiler didn't meet the eligibility criteria because of its location. It didn't do this, and says confusion occurred when several engineers then refused to work on the boiler - because it was housed next door.

I can see that Aviva's engineers identified a boiler filling loop hadn't been installed and the immersion heater hadn't been wired up. Aviva says the work needed to install the filling loop, and wire up the immersion heater, isn't covered by its policy. However, it subsequently agreed to pay the cost of the private installation Mr I had paid to complete this work.

The policy terms, under the "*Important Information*" section say:

*"Property: Your let house comprising the private home, garage and domestic outbuildings (excluding sheds, greenhouses, non permanent structures) within the property boundary at the address shown on your policy schedule."*

I think it's clear from the policy terms that cover is provided for the address stated in the policy schedule. I haven't been provided with a copy of the schedule. But neither party disputes that the insured address is the property where the leak occurred. The boiler isn't situated in this address, so it isn't covered by the policy.

The "*General Exclusions*" section of the policy terms say:

*"The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following:*

*e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall."*

Aviva's records show the filling loop for the boiler hadn't been installed and the immersion heater hadn't been wired up – so it hadn't been installed either. I think the policy terms reasonably show that there is no cover in place for this work to be completed.

I understand a boiler health check needs to take place within 90 days of the start of the policy. This allows for eligibility checks to be carried out. Mrs B's policy didn't start until March 2021 and the claim was made within the first month. This is why the issues with the boiler's location, and how it had been installed, weren't known to Aviva. However, I can see from the records that it did agree to continue with repairs, to the heating system, despite this.

I have thought about Mr I's view that the service provided was poor, involving many engineer visits over several weeks.

I can see that the issue with the location of the boiler caused confusion and that engineers refused to carry out any work on more than one occasion because of this. There was no filling loop, which delayed the repairs. And there appears to have some confusion about the order of work, which created further issues. For example, the notes say that before fitting the filling loop the plumber needed an electrician to wire up the immersion heater. But then the electrician who attended couldn't fit the immersion heater because the system was unvented.

Mr I says over six engineer visits took place with Aviva, but the private engineer he employed had no issues carrying out the repairs.

I think the repairs could've been handled more effectively with clearer communication for the trades people attending. I acknowledge the boiler wasn't located in the insured property, and parts of the heating system hadn't been installed as per the requirements of the policy. But Aviva did agree to continue with the repairs, so its responsible for ensuring this was carried out in a timely and effective manner.

#### *Plaster wall*

Mr I says Aviva's engineers damaged a plaster wall when accessing the boiler in Mrs B's property. I understand the door to the cupboard where the boiler is located, catches on the carpet, but Mr I explains the door does open enough to allow access. He thinks one of Aviva's engineers pulled the door with too much force causing damage to the plaster wall.

I have seen photos of the cracked plaster next to the door that leads to the boiler. I note Aviva asked the engineer, Mr I thought had caused the damage, to comment on this. He recalled the visit but denied causing any damage. He says several engineers attended in relation to the repairs.

In its response to Mr I's complaint Aviva says that multiple engineers have attended including those Mr I instructed privately. It doesn't think its engineers were responsible for the damage claimed.

I've thought about whether it's reasonable to consider Aviva's engineer caused the crack in the plaster. From the photos there is a large crack going all the way up the wall at the junction with the door frame. I don't dispute Mr I's view that an engineer was seen causing the damage. But I must also consider that this is denied by the engineer. It also seems unreasonable to expect that this level of damage would be expected when opening the door to gain access to the boiler. Based on the evidence I can't be certain that Aviva is responsible for this damage, given there were a number engineers who accessed the boiler. This includes those instructed privately by Mr I.

#### *Compensation*

I think Aviva should've responded more quickly to ensure an engineer attended to resolve the leak. I accept the demands on Aviva's services were high at the time and this resulted in the waiting times discussed. But this isn't Mrs B's fault and I must consider the impact this has had on her.

I can't consider the impact on the tenants as they aren't party to the policy. I acknowledge Mr I's comments that he was impacted in dealing with the claim and arranging access for numerous engineer visits. I can understand that this must have been time consuming and frustrating for him. But it's the impact on Mrs B as the policy holder I must consider.

Mrs B was inconvenienced by the access to the boiler required by the engineers. As well as the cost of employing a private engineer to carry out repairs and install a new boiler.

Aviva has offered to pay for the work that was required to fit a filling loop, the cost of the valve for the boiler, as well as to diagnose and wire the immersion heater. It also agrees to pay for the engineer call out and cost of a pressure sensor when this was replaced. In addition to this it offered £470, which is the cost it would incur to supply a replacement boiler. Aviva also offered £300 compensation for the inconvenience caused.

In the circumstances I think it's fair that Aviva offered to pay for these repairs and the contribution toward the new boiler. I note the boiler wasn't confirmed to be BER and it was Mrs B's decision to replace it without allowing Aviva the opportunity to repair it. The policy terms only require a payment to be provided when the boiler is confirmed BER. But in the circumstances, I think its offer is reasonable and more than Aviva is required to do under Mrs B's policy terms.

I accept that Mrs B and Mr I don't think £300 compensation is adequate in these circumstances, and I'm sorry to disappoint them. But based on the evidence provided I think Aviva's offer is fair.

In summary I don't think Aviva treated Mrs B fairly because of the delay in resolving the leak. But I think its offer to pay for the work she arranged privately, including a contribution toward the new boiler and £300 compensation is fair. So, I can't reasonably ask it to do 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 Mrs B to accept or reject my decision before 18 July 2022.

Mike Waldron  
**Ombudsman**