

## **The complaint**

Mr L and Mrs S complain that when Aviva Insurance Limited replaced the ball valve in their cold-water tank in January 2019, they used the wrong type of valve. This then failed in March 2021 flooding their boiler which had only been fitted in July 2020. They want Aviva to cover the cost of replacing their boiler. They also complain about the poor customer service they've received from Aviva.

## **What happened**

Mr L and Mrs S have household insurance with Aviva. In January 2019 they had a leak from their cold-water tank. Aviva's engineer attended their property and replaced the ball valve in the tank.

Mr L and Mrs S had their boiler replaced in July 2020. In March 2021 their central heating system failed. They called out the company who'd installed their new boiler and they initially thought the problem was due to low pressure in the system. They repressurised the system but it failed again the following day.

The engineer said that the boiler was showing a fault code, indicating a possible blocked condensate pipe. When he removed the pipe to check for problems, he found it and the boiler were full of water. He turned off the water and drained the storage tank and discovered that the overflow from the tank had been connected into the condensate pipework.

He says this shouldn't have been done as the condensate is part of the drainage system. He located and removed the connection and fitted a new overflow pipe out of the wall to the front of Mr L and Mrs S's property.

When the water was turned back on the existing ball valve wouldn't turn off and overflowed at a rapid rate. He checked the ball valve in the storage tank, and it was a part 1 type ball valve and the washer inside was in very poor condition. As type 1 ball valves shouldn't be used in domestic storage tanks, he says he replaced it with a new part 2 valve and float.

He said the ball valve had failed and the condensate pipework couldn't handle the flow rate of water coming from the overflowing tank, which then backed up into the boiler causing damage.

Mr L contacted Aviva who said they'd send an engineer out to inspect the damaged boiler. He says he explained clearly when he called them that the failed ball valve had already been replaced and he just needed them to confirm that the boiler was beyond economic repair. When Aviva's engineer attended the following day, he told Mr L and Mrs S that he was there to change a ball valve. The engineer said he knew nothing about boilers and couldn't help. When Mr L called Aviva about this, he was told that the engineer's report said he'd been denied access to their loft to change the ball valve. Mr L was very surprised by this as the property doesn't have a loft. Mr L was told Aviva would send another engineer the following day, but no one turned up despite Mrs S waiting in all day.

Mr L had to call Aviva again and a further appointment was arranged for 29 March 2021. Mr L says he'd told Aviva that their boiler was being replaced on that date, so their engineer could speak to him if he arrived when the new boiler was being fitted. Mr L says Aviva's engineer was given full access to the damaged boiler but didn't examine it and was at their property for only seven minutes. He then reported to Aviva that the boiler had already been removed from the wall by Mr L's engineer.

Looking at the records Aviva have provided from January 2019 these state that a Part 2 side entry high pressure ball valve was fitted in the cold-water tank. And that a further visit was required to clip the cold feed pipe to the wall to stop the noise Mr L had reported after the ball valve was replaced.

Mr L and Mrs S raised a complaint with Aviva. The complaint wasn't upheld as Aviva said their records showed the correct type of ball valve was fitted in 2019 and this was guaranteed for a year. They also said that the condensate pipe hadn't been installed correctly and this is what let water leak into their boiler. As this wasn't installed by them, they didn't accept responsibility for the leak, or the damage caused to the boiler.

Regarding the engineer's visits Aviva said the first engineer wasn't given permission to open the boiler casing but looking around the boiler he couldn't see any signs of water damage. And he wasn't given permission to '*install the cold-water tank*'. And their second engineer reported the boiler had already been removed from the wall.

So Aviva didn't uphold Mr L and Mrs S's complaint but did offer them £150 for the missed appointment and delays in resolving their complaint.

Mr L and Mrs S weren't happy and complained to our service.

Mr L provided some further information from his engineer about what had caused the water leak and the damage to his boiler. The engineer said the fault leading to the problem was that the ball valve in the cold-water tank had started to let water through, which caused the tank to overflow. He was surprised to find a part 1 ball valve had been fitted, as a part 2 ball valve had been the standard type to be fitted in domestic properties for some years.

He confirmed that the storage tank and the condensate pipe should never have been connected but says this was hidden behind a wall where the storage tank was situated. He also said there must be a restriction between the tank and the drainage system as the overflow can cope with the amount of condensate the boiler produces. But when the ball valve failed it couldn't take away that amount of water, this caused the overflowing water to back up into the boiler damaging several components.

Our investigator considered the case and didn't think Aviva had treated Mr L and Mrs S fairly. He accepted that the failure of the ball valve fitted to their cold-water tank had caused the damage to their boiler. So he said Aviva should pay them the £1541.93 they'd paid for the replacement boiler and a further £100 for the poor way in which their claim had been handled.

Aviva didn't accept our investigator's opinion. They said the type of ball valve that had been fitted was irrelevant. The ball valve they'd fitted was satisfactory for the job and Mr L and Mrs S's boiler was damaged because the overflow pipework had been connected to the condensate discharge pipework. And their engineer wouldn't have been able to establish there was a problem with the installation when he fitted the new ball valve, as the pipework was boxed in behind a wall. They also said an air break should have been fitted to prevent the boiler from flooding in the event that the discharge pipework became blocked.

Our investigator considered what Aviva had said but still felt that they were responsible for the damage caused to Mr L and Mrs S's boiler.

He said this because he thought it was more likely than not that the leak in the tank was caused by the ball valve failing. While this was fitted in January 2019 and only guaranteed for 12 months, he said he wouldn't have expected a ball valve to fail after such a short length of time. And he accepted what Mr L and Mrs S's engineer had said about the type of ball valve that had been fitted, as he'd had the opportunity to inspect and replace it.

Our investigator acknowledged that that ball valve failing in the water tank wouldn't have caused the boiler to flood on its own. But he was satisfied that the leak in the tank would have caused some damage however the plumbing was done. He was satisfied that the leak was caused by the failure of the ball valve, and that it was reasonable to hold Aviva responsible for this. So he maintained that Aviva should refund Mr L and Mrs S the £1,541.13 they'd paid for the replacement boiler, and pay £100 compensation for the distress and inconvenience caused by how they'd handled the claim.

Aviva responded to our investigator's updated opinion stating that he'd ignored what they'd said about the damage being caused by an incorrect installation, which had nothing to do with the work they completed. They repeated that the type of valve that was used was irrelevant, and that the part that failed was only guaranteed for 12 months and it's not unknown for a part to fail after this time.

Our investigator responded saying he was more persuaded by the evidence from Mr L and Mrs S's engineer that the ball valve caused the leak, not the incorrect plumbing. And he thought it likely that Aviva's engineer made mistakes when he fitted the ball valve in 2019, which is why he thought they were responsible for the leak and the damage caused by it.

In response to this Aviva have said that they'd provided evidence that a part 2 ball valve was fitted. And had the part been faulty when fitted, or something went wrong with the workmanship, it would have failed straight away, not almost two years later.

Since our investigator provided his further opinion, we've asked Mr L and Mrs S's engineer to comment on what he believes would have happened had the ball valve failed, but the condensate pipe hadn't been wrongly connected to the cold-water tank.

He's said that if the overflow pipe had been correctly installed, when the ball valve began to fail, the overflow pipe would have discharged onto the path to the front of Mr L and Mrs S's house. But as the overflow didn't have an external discharge, as it was plumbed into the waste system, this meant that there was no sign that the ball valve needed servicing prior to the flooding of the boiler. He's also said that the previous owner of the property had hidden a lot of pipework behind stud walls, so it wasn't possible to see the connection between the boiler condensate pipework and the storage tank overflow.

We've sent Mr L and Mrs S a copy of the comments made by their engineer. They've said that they understand that the condensate pipe was wrongly connected. But say the failure of the ball valve previously replaced by Aviva caused the damage to their boiler. The repair Aviva carried out in 2019 didn't identify the issue with the pipework and they fitted the wrong type of ball valve which failed. So they think Aviva should pay for the damaged boiler, and they don't understand the relevance of the condensate pipe plumbing.

The case then came to me for a decision.

I issued my provisional decision on 5 August 2022. And in it I said: -

*There's a dispute between the parties as to the type of ball valve fitted by Aviva's engineer in 2019. Mr L and Mrs S's engineer had the opportunity to inspect the failed ball valve before he replaced it, and I'm persuaded by his evidence that it was a type 1, rather than the required type 2 ball valve. I also accept his evidence that the valve and washer were in a poor condition.*

*I don't accept Aviva's argument that the replacement ball valve was only guaranteed for a year so they can't be held responsible for the leak. I think that Aviva's engineer fitted the wrong ball valve in 2019, and that fitting a valve that wasn't considered suitable for domestic properties contributed to the premature failure of the ball valve and the leak from Mr L and Mrs S's cold-water tank.*

*But I also have to consider if Aviva are responsible for the consequences of that leak. And based on the evidence I've seen I don't think they are. It's not disputed by the parties that the outflow pipe from the storage tank had been wrongly connected to the boiler's condensate pipe. This appears to have been done before Mr L and Mrs S bought their property. And the previous owner had hidden a lot of the pipework behind stud walls. So it's not something that would have been obvious to Aviva's engineer, when he replaced the ball valve in 2019, or to Mr L and Mrs S's engineers when they fitted the new boiler in 2020.*

*Aviva have said that the wrongly connected pipework caused the boiler to flood when the ball valve failed. And Mr L and Mrs S's engineer has said that if the overflow pipe hadn't been connected to the condensate pipe, when the ball valve failed the overflow pipe would have discharged the water onto the path to the front of their property, rather than into their boiler. And they might have had warning that the ball valve was starting to fail from water starting to overflow from the pipe.*

*I've considered what Mr L and Mrs S have said about Aviva not identifying the issue with the wrong connection of the overflow pipe. Had the pipework not been hidden, then I think this would be a fair comment. But it was hidden, and I wouldn't expect Aviva to search behind stud walls to check pipework. And it could be said that when Mr L and Mrs S's engineer fitted their new boiler in 2020 there was more reason for them to check the pipework was all correct, but this doesn't appear to have been done.*

*So while I think Aviva were responsible for fitting the wrong ball valve, which failed causing water to leak from their cold water storage tank, they're not responsible for this flooding Mr L and Mrs S's boiler. As the water would have discharged safely through the overflow pipe if this hadn't been wrongly connected. It follows that I don't require Aviva to cover the cost of replacing Mr L and Mrs S's boiler.*

*But I do think Mr L and Mrs S's claim has been handled poorly by Aviva. They didn't listen to the information provided to them about what had happened and sent engineer's to Mr L and Mrs S's property with incorrect instructions. I accept Mr L's evidence about what happened when the engineers attended. So I also accept that the engineers then provided incorrect reports, which suggested they were unable to complete the job they were sent to do, as they were refused appropriate access. This is illustrated by the engineer saying he was refused access to the loft when the property has no loft.*

*Aviva have offered Mr L and Mrs S £150 for the missed appointment. I think this is reasonable for the missed appointment, but it's not enough to compensate them for the distress and inconvenience caused by the poor customer service Aviva provided. Taking everything into account I think £250, in addition to the £150 previously offered, is the correct amount.*

*So my provisional decision was that I partially upheld the complaint saying that Aviva should*

pay additional compensation to Mr L and Mrs S for the poor customer service they'd provided. But I didn't require them to meet the cost of Mr L and Mrs S's new boiler.

Aviva have responded to my provisional decision saying they have nothing to add.

Mr L and Mrs S have indicated that they don't accept my provisional decision. They've said the following: -

I've accepted that the valve in the cold-water tank failed causing water to leak from the tank. In 2019 when the valve first failed, water didn't escape through the overflow pipe, it came through the ceiling on the ground floor of their three-storey house. When this happened they say Aviva didn't question why the water hadn't discharged through the overflow pipe. They just paid their claim.

So they think Aviva should now pay their claim for any consequential loss arising from the failure of the valve they fitted in 2019. As they say the engineer who replaced the failed valve in 2019 didn't check the functioning of the overflow, wasn't up to speed with the latest building codes and either didn't know the difference between a part one and part two valve, or wrongly recorded he'd fitted a part two valve, when he'd fitted a part one valve. They think Aviva should have identified the problem with the connection of the overflow pipe in 2019, and as they didn't they should cover the cost of their ruined boiler, which wouldn't have flooded if the overflow had been connected correctly.

They've also said that they were told by Aviva to raise a complaint about the failure of the valve fitted in 2019, rather than making a new claim which might have an impact on their future premiums. They believe that had they submitted a claim Aviva would have paid this as they did in 2019.

And they've told us there was some damage to the walls and ceiling on their lower floors, as water escaped from the flooded boiler. They didn't claim for this as they had plans to redecorate anyway, but they'd made Aviva aware of this.

So they still think Aviva should pay for the cost of their replacement boiler. They've said they'd be willing to accept a compromise to conclude the case, but it would need to be significantly closer to the cost of the replacement boiler.

### **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.

The parties don't dispute that Mr L and Mrs S's boiler wouldn't have flooded had the overflow pipe not been wrongly connected. The connection of the overflow pipe to the boiler's condensate pipe appears to pre-date Mr L and Mrs S's ownership of their property. And we know that the cold-water tank is in a cupboard and the pipework is behind stud walls.

I considered in my provisional decision whether it was reasonable to say Aviva should have identified the faulty connection. And I said that because the pipework was hidden, I didn't think the problem would have been obvious and I wouldn't expect them to remove stud walls to check pipework. I've considered what Mr L and Mrs S have said and I haven't changed my mind about this.

In 2019 Aviva dealt with damage caused by a failed valve in a cold-water tank. From what Mr L and Mrs S have told us about the damage it appears consistent with a failed valve. So I don't think it was unreasonable for Aviva to cover the necessary repairs and not investigate

further. Had the pipework not been hidden behind stud walls then my opinion on this might be different.

Mr L and Mrs S only had a new boiler fitted in 2020, so I understand their concern and distress that it was damaged and needed replacement so soon after it was installed. But I would expect the engineer who installed the boiler to check the pipework and boiler connections. And if he didn't pick up that the overflow was connected to the condensate pipe, it would be unreasonable for me to say that an engineer replacing a valve in the cold-water tank should have identified this.

From the information I've considered I can't see that Mr L and Mrs S have raised a complaint with Aviva about being advised not to submit a further claim, but to raise a complaint instead. So I'm not able to consider this. And I'm unable to comment on how Aviva would have dealt with a claim and one been made. I appreciate that there was further damage beyond the flooded boiler, but as they told Aviva they didn't want to claim for this it's not something I'd have expected Aviva to consider.

While I understand Mr L and Mrs S's concerns about having to replace their boiler so soon after it was installed, I don't think the Aviva are responsible for the damage and I won't be asking them to cover the cost of replacing it, or to make any contribution towards that cost.

But I remain of the view that Aviva provided poor customer service to Mr L and Mrs S. Aviva have offered Mr L and Mrs S £150 for the missed appointment. I think this is reasonable for the missed appointment, but it's not enough to compensate them for the distress and inconvenience caused by the poor customer service Aviva provided. Taking everything into account I think £250, in addition to the £150 previously offered, is the correct amount.

### **My final decision**

For the reasons set out above and in my provisional decision, my final decision is that I partially uphold Mr L and Mrs S's complaint about Aviva Insurance Limited.

And to put things right I require them to pay a further £250 compensation, in addition to the £150 they offered for the missed appointment, for the distress and inconvenience caused by the poor customer service they've provided.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs S to accept or reject my decision before 7 October 2022.

Patricia O'Leary  
**Ombudsman**