

The complaint

Ms H complains about the service from Aviva Insurance Limited (Aviva) under her home emergency policy when she had a problem with her boiler and heating system.

References to Aviva include their agents who provide services and deal with claims under the policy.

What happened

In October 2022, Ms H had a problem with a leak in her boiler in the late evening, so she contacted Aviva for assistance. Aviva offered her an appointment for the afternoon the next day as the leak had been contained, although Ms H wanted an earlier appointment. An engineer attended and diagnosed a leaking flow valve, which required a replacement valve to be ordered and fitted (which took place the following day). The issue and visit followed an earlier issue with the boiler the previous week when an engineer attended and re-pressurised the system.

However, Ms H wasn't happy that a leak had happened so soon after the first visit, and she hadn't been called on the morning of the second appointment as she'd been told by Aviva to expect. So, she complained to Aviva.

In their first final response, Aviva said the second issue with the boiler wasn't due to the quality of repair of the first issue, as there was no leak at the time the engineer fixed the first issue. They also noted that they'd offered an appointment for the second issue the day after Ms H reported it (and that they wouldn't have attended during the night as the leak had been contained). But they apologised for not phoning Ms H on the morning of the second appointment, as they'd said they would do.

However, Ms H had further issues with the boiler and an Aviva engineer visited again at the start of November. They diagnosed a further leak to the boiler, but Aviva said Ms H's policy didn't cover the issue, so Ms H would have to appoint her own engineer to fix the problem. Ms H did so, but the engineer said there was a gas leak and was the result of previous poor-quality work from Aviva's engineers. Aviva offered to contact Ms H's engineer to discuss his views, but this wasn't possible due to an error in the engineer's contact number.

Ms H then raised a further complaint with Aviva, saying the most recent issue with her boiler was the result of the work carried out by Aviva's engineers. Aviva re-opened the complaint and issued a second final response. They reiterated their previous acknowledgement of not phoning Ms H on the morning of the second appointment. They also acknowledged the inconvenience of having to return the day after the second visit to fit parts ordered after the second visit Aviva offered £40 compensation for inconvenience to Ms H.

Aviva issued a third final response, covering Ms H's concern about the most recent issue being the result of work by Aviva's engineers. They said Ms H's policy didn't cover the boiler itself and the previous repairs by their engineers covered the water pump and pipework (not the boiler itself). Aviva also said there was no evidence the work of their engineers caused the gas leak but invited Ms H to either arrange for her engineer to speak to Aviva or send the

job report (or other evidence) from her engineer to support her view. In a fourth final response, Aviva said they'd covered all elements of her complaint and reached a resolution.

Ms H then complained to this service. She was unhappy at what had happened and that a further issue had arisen with her boiler after previous work by Aviva's engineers. She was also unhappy at the service provided by Aviva and how she'd been treated by Aviva's call handler (who Ms H said had told her she would no longer speak to her).

Our investigator didn't uphold the complaint, concluding Aviva hadn't acted unfairly. She didn't think the evidence indicated the leaks were connected or due to work carried out by Aviva's engineers. And on the third visit, Aviva made it clear the boiler wasn't covered under the policy (only the heating system). Having been given the correct contact details for Ms H's engineer, our investigator thought it reasonable for Aviva to offer to contact them to consider the issues and whether the most recent issue was connected to the previous work. And while there were some issues with Ms H not getting call backs from Aviva, overall she didn't think Aviva had acted unfairly.

Ms H disagreed with the investigator's conclusions and requested an ombudsman review the complaint.

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.

In considering Ms H's complaint, I've borne in mind her circumstances, including the disability she's told Aviva about (their case notes indicate they've recorded this and her vulnerability). My role here is to decide whether Aviva has acted fairly towards Ms H.

There are two main elements to Ms H's complaint, First, that the most recent issue with her boiler (the gas leak identified by her engineer) was the result of previous work carried out by Aviva's engineers on two leaks. Based on her engineer's opinion, Ms H believes the gas leak is connected to the previous work of Aviva's engineers. Aviva say there's no evidence to support this view and that they didn't carry out work on the boiler itself (as it wasn't covered under Ms H's policy) and the work undertaken was to fix leaks in the heating system (as opposed to the boiler itself). But they've indicated they would be willing to discuss the issue directly with Ms H's engineer.

The second issue relates to the contact Ms H has had with Aviva, in particular the service received from Aviva (specifically, the contact with a call handler) Ms H is unhappy at how she's been treated, including not getting call backs when told to expect them from Aviva.

On the first issue, I've considered carefully all the available evidence and information, both from Ms H and from Aviva (including Aviva's case notes recording the sequence of events and contacts with Ms H). Based on this, I've concluded the evidence doesn't indicate persuasively the previous work carried out by Aviva's engineers is connected to, or led to, the most recent issue with the boiler (the gas leak). I know this will be disappointing to Ms H, so I'll set out why I've come to this conclusion.

Looking at Aviva's case notes, including the notes made by their engineers on the visits (in particular the first two visits), they indicate work carried out on two separate leaks, and testing of the central heating system on completion of the work indicated no remaining leaks (or other issues). And while Ms H's engineer says the gas leak was connected to the previous work carried out by Aviva's engineers, I've seen no reports or other evidence to support this view.

In the absence of any such evidence, I can't conclude the gas leak was the result of previous work by Aviva's engineers – particularly as they didn't work on the boiler itself (they worked on the heating system, as the boiler itself wasn't covered under Ms H's policy). Aviva have said they are prepared to talk directly to Ms H's engineer to understand the basis for his opinion, and in the evidence of a report or other direct evidence from the engineer, I think that's fair and reasonable.

On the second issue, I've again looked at the available evidence, including the case notes recording Aviva's contacts with Ms H. I've also noted Aviva have apologised to Ms H for her not receiving call backs when she was told to expect them. And I think the compensation offered by Aviva is fair and reasonable in the circumstances of the case.

I've also considered Aviva's responsiveness to the problems raised by Ms H. The indications are they attended within a reasonable timeframe and fixed the issues identified. I think that's fair and reasonable, also given my conclusion above that there's no evidence to indicate persuasively that Aviva's previous work on the leaks in Ms H's heating system led to the subsequent issue with the gas leak.

Taking these conclusions together, I've concluded Aviva have acted fairly and reasonably towards Ms H, so I won't be asking them to take any further action.

My final decision

For the reasons set out above, my final decision is that I don't uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 10 April 2023.

Paul King
Ombudsman