

The complaint

Mrs H is unhappy with Aviva Insurance Limited's handling of a claim she made under her commercial (landlord's) home emergency policy, for issues with the boiler at a property she owns.

What happened

The details of this complaint are well known to both parties, so I will not repeat them in full detail here. But to briefly summarise, Mrs H is unhappy with Aviva's handling of her claim. She says there were numerous unnecessary site visits because the engineers who attended weren't able to correctly identify or remedy the fault. She also says Aviva's engineers caused the air lock issue with the boiler and/or the issue which eventually resulted in it being declared beyond economical repair (BER).

Aviva acknowledged that the airlock issue ought to have been diagnosed sooner, and so there were some unnecessary appointments. It apologised and offered £50 compensation for the distress and inconvenience this caused Mrs H. But it disputed that its engineer caused the air lock issue because Mrs H's own engineer had confirmed the system had been prone to this type of issue historically. And in any event, Aviva said the boiler was deemed BER because it required replacement parts which were no longer available, rather than because of the air lock issue.

Our investigator didn't think Mrs H's claim should be upheld. She said the evidence didn't support her view that Aviva's engineer had caused the issue with Mrs H's boiler or caused it to be deemed BER. She agreed that there were unnecessary visits, but she thought Aviva's apology and compensation offer were enough to put things right.

Mrs H didn't accept our investigator's findings. So, as no agreement has been reached, the complaint 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 agree with the outcome reached by our investigator. I'll explain why.

Mrs H is unhappy with the number of unnecessary appointments which took place and because her boiler was declared BER. She feels Aviva's engineer damaged her boiler.

The issue causing the loss of hot water in her property appears to have been an airlock. Aviva's first engineer highlighted this, yet subsequent engineers suggested or highlighted other issues, requiring additional appointments, before Mrs H's own engineer eventually confirmed the issue was caused by an airlock and remedied it.

Mrs H has suggested the airlock was caused by Aviva's engineers when they attended to fix a leaking radiator, under a separate claim, on 10 September 2022.

However, Aviva's engineer's notes from August 2022 indicate an airlock was already present, and Mrs H's engineers' notes confirm that her system was prone to airlocks as he had remedied similar issues at numerous times in the past. So, I'm not persuaded that Aviva's engineers most likely caused the airlock issue.

During the claim, it also became apparent that Mrs H's boiler required a new Printed Circuit Board (PCB) and gas valve. However, parts for Mrs H's boiler could no longer be sourced and Aviva doesn't use reconstituted parts. So, as it could not replace the gas valve, Aviva deemed Mrs H's boiler as BER. This decision is in line with the terms and conditions of Mrs H's policy, so I don't think Aviva has treated Mrs H unfairly or that it needs to cover the full costs she incurred in replacing her boiler. Instead, in line with the terms of the policy, I agree that Aviva only needed to cover the cost of the replacement boiler (which I understand it has), not the costs involved with installing it.

In terms of the distress and inconvenience caused by Aviva's handling of the claim, several potentially unnecessary appointments were scheduled/took place between August and September 2022 before the boiler was declared BER on 5 October 2022. Aviva accepts that some appointments were unnecessary and that this resulted in Mrs H experiencing undue distress and inconvenience. It has offered her £50 compensation alongside its apology.

I've thought carefully about the sequence of events in this complaint. It's clear that the airlock issue ought to have been diagnosed sooner, and that some appointments were unnecessary. But I think the bulk of the inconvenience here was suffered by Mrs H's tenants, rather than by her directly. And I'm only able to consider the distress and inconvenience Mrs H directly suffered as part of this complaint.

That said, I do agree that it would have been frustrating and inconvenient for Mrs H to have to make time for appointments and to communicate with Aviva and her tenants during this process. But taking everything into account, I think Aviva's apology and offer is sufficient to compensate Mrs H for the direct impact she experienced as a result of Aviva's errors.

My final decision

Aviva Insurance Limited has already made an offer to pay £50 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay Mrs H £50 – if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 14 July 2023.

Adam Golding
Ombudsman