

The complaint

Mrs B complains that Aviva Insurance Limited incorrectly deemed her boiler beyond economical repair.

Aviva was the underwriter for Mrs B's home emergency policy, so it was responsible for anything relating to the claim. Although its agents may have completed work on its behalf, I'll only refer to Aviva throughout my decision.

What happened

In summary, Mrs B claimed under her policy for a problem with her boiler. Aviva sent an engineer to complete a repair. However, Mrs B continued to experience problems with her boiler, and it was apparent there was another leak. She reported the fault to Aviva again.

The second engineer identified a few faults and sent his findings to Aviva. Aviva then contacted Mrs B to say the boiler was beyond economical repair (BER). Aviva offered a quote for a new boiler, which Mrs B declined.

Using its online chat service, Mrs B asked Aviva for a copy of the engineer's report. Two weeks later, she chased up a response. The following day Aviva replied saying it didn't have a report, but it sent her the list of parts that needed replacing.

Throughout the day there was further contact between Mrs B and Aviva, but Aviva said it didn't have any more information to provide.

On the same day she first asked Aviva for a copy of the engineer's report, Mrs B arranged for an independent engineer to give a second opinion. The engineer immediately identified a blockage and fixed it. Mrs B said the engineer thought it was a basic problem which Aviva's engineers should've seen.

Mrs B complained to Aviva. She said her boiler had become more damaged because of Aviva's failure to fix it on the first visit, and she thought Aviva had incorrectly told her the boiler was BER.

Aviva accepted that its first engineer should've done more, and it offered Mrs B £100 by way of apology.

But Mrs B didn't think Aviva had done enough to put matters right, so she brought her complaint to us.

Our investigator upheld Mrs B's complaint. She thought Aviva was right to acknowledge the service failings regarding its first engineer's visit, but she didn't think Aviva's offer of £100 was enough to address the subsequent shortfalls: specifically, Mrs B's repeated requests for a report and her claim that the leak had damaged her ceiling. Our investigator thought Aviva should arrange a visit to assess the damage caused by the leak with a view to repairing it. She also said Aviva should increase its compensation offer by another £100.

Both Mrs B and Aviva disagreed. Aviva said it provided Mrs B with the information she asked for, albeit not in a formal report, so it didn't think a further compensation payment was necessary. Aviva also said Mrs B hadn't reported any damage to her ceiling caused by a leak, so it didn't think that was a matter we could look into.

Mrs B didn't think the suggested compensation went far enough, and she provided up to date details of the circumstances surrounding her claim, including another boiler leak and further damage to her ceiling. She also said Aviva hadn't taken into consideration her vulnerability and as far as it was aware she was still without heating and hot water.

I issued a provisional decision in March 2023 explaining that I was intending to not uphold Mrs B's complaint. Here's what I said:

provisional findings

To begin with, I'll explain the limitations of my decision. Since Mrs B brought her complaint to us, things have moved on. However, it's not within my remit to address issues which happened after the final response letter Aviva sent to her on 15 June 2022. That's because Aviva must first have an opportunity to respond to Mrs B's additional issues of complaint. I appreciate this may seem odd, but I don't have permission to look at the new issues, so I can't issue a binding decision about them. For clarity, the issues I won't be addressing are:

- Damage to Mrs B's kitchen ceiling from the boiler leak. I haven't seen any evidence that she complained to Aviva about this issue before bringing her complaint to us.*
- Aviva's consideration of Mrs B's vulnerability in its claim handling. On listening to the call recording of her second report of a boiler fault, I heard Mrs B tell Aviva about her vulnerability. It seemed that was the first time Aviva was made aware because it asked Mrs B's permission to record that on its account notes. I haven't identified any complaint specifically about vulnerability, so I don't think it's an issue I can consider here.*

Moving on, I'll address what Mrs B has said is the key issue of complaint.

Mrs B said the key issue of complaint was Aviva's diagnosis that her boiler was beyond repair. She said she didn't have anything from Aviva to say what was wrong or how much it would've cost to repair her boiler, so she couldn't be sure its diagnosis was correct.

I see Mrs B asked Aviva for its engineer's report, but it didn't provide what she was hoping for. I understand the details of the engineer's findings were simple entries to its system, so there wasn't a documented report as such. However, the information Aviva gave Mrs B does seem quite limited. Aviva gave Mrs B a list of the parts needed and the product numbers. It has since provided confirmation of the repair cost and the value of the boiler which go some way to explaining why it determined the boiler wasn't worth repairing.

I think Aviva could've provided that additional information sooner, but I can't see that its failure to do so caused any financial loss. That's because Mrs B had her boiler fixed on the same day she asked for the information, so Aviva's response wouldn't have made a difference to that cost.

Mrs B said her engineer spotted the fault immediately and fixed it. Mrs B's boiler worked after that, so she thinks Aviva failed to provide the service for which she'd paid.

While I can understand that Mrs B thinks this means Aviva could've just repaired her boiler, I haven't seen any evidence that Aviva incorrectly reported problems. Mrs B's boiler may well have worked for a while after her own engineer completed work on it, but that doesn't tell me Aviva was wrong to deem it BER.

The independent engineer hasn't provided a report of his findings, so I've relied on what Mrs B told me. The engineer cleaned out part of the boiler but also confirmed that there was damage to the parts Aviva said needed replacing. Mrs B said the engineer told her the damage may have been as a result of Aviva not fixing the problem the first time round.

As I understand it, Aviva didn't say it couldn't fix the boiler – it just wasn't worth fixing. And given that the independent engineer confirmed there was damage that would need repairing, I don't think it was wrong of Aviva to recommend a new boiler. Mrs B wouldn't have been obliged to buy one from Aviva so I don't think there would have been any benefit to it in deciding the repair wasn't worthwhile.

It's worth noting here that Mrs B has since had her boiler replaced by another company.

I can only base my decision on evidence available and what I think is more likely to have happened. From what I've seen I can't reasonably say Aviva was wrong to say Mrs B's boiler was BER. I note the policy provided cover up to £500 per claim, and Aviva confirmed that the second repair costs exceeded £900. Aviva also said the value of repairs against the boiler's value exceeded its threshold. The policy didn't provide cover for a replacement boiler or for repairs to a boiler deemed BER.

So, on consideration of the evidence, I can't reasonably say Aviva incorrectly diagnosed the boiler as BER or that it failed to provide the cover available to Mrs B under her policy.

Compensation

Mrs B thought more compensation than that proposed by our investigator was warranted for the service failures. Aviva didn't think any further payments beyond its first offer were due.

Having considered the evidence, I'm inclined to agree with Aviva. It paid £100 for the failure of its first engineer to identify that the boiler was BER. So, I'm satisfied that the evidence shows Mrs B experienced inconvenience until the second engineer attended. However, I note that she rejected Aviva's offer of an earlier appointment because she had visitors staying. Based on that, I can't fairly conclude that the inconvenience or fear of ongoing damage was significant such that it warrants further compensation.

While Mrs B did chase up Aviva's response to her request for a report, it was a single chaser two weeks after making her initial request. I accept that she shouldn't have needed to chase a response, but contact after that was disputing the contents of the report rather than Aviva's failure to provide it. Mrs B's boiler was fixed on the day she first asked for the report, so I can't see that there was any significant inconvenience in respect of this issue that would warrant an increase in compensation.

As I've already said, some of the issues Mrs B said contribute to the overall service shortfalls are outside the limitations of this decision. So, my decision here is not about whether compensation may be due for those additional points of complaint.

Overall, I think Aviva made a fair offer of £100 by way of apology for the failure to identify that Mrs B's boiler was BER on the first visit. The outcome – that Mrs B needed to repair or replace her boiler at her own expense – is unlikely to have been any different, so I don't think the evidence indicates Aviva's failing caused any significant financial loss. I see no reason to ask Aviva to do any more.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Aviva accepted my provisional findings, but Mrs B didn't respond.

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.

As Mrs B didn't respond with any further submissions or evidence, I've reconsidered the evidence already available. Having done so, I'm satisfied that my provisional findings represent a fair and reasonable outcome in the circumstances. Aviva accepted, so in the absence of any further information to consider I see no reason to change my provisional findings.

My final decision is the same as my provisional decision and for the same reasons.

My final decision

For the reasons I've explained above, and in my provisional decision, my final decision is that I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 19 May 2023.

Debra Vaughan
Ombudsman