

The complaint

Mr and Mrs L complain about Aviva Insurance Limited's handling of their home emergency insurance claim.

Mr and Mrs L are joint policyholders. As most of the communication relating to the complaint has been from Mr L, I'll refer mainly to him in my decision.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

Mr and Mrs L held a policy with Aviva which provided central heating breakdown cover for a property they let to tenants. In March 2023, their tenant reported an issue with the hot water. Aviva arranged for an engineer to attend the property. The engineer concluded that the boiler needed a new connection cable but found that the part was obsolete.

Aviva deemed the boiler beyond economical repair (BER). It cancelled the policy and paid Mr L £200. Mr L raised a complaint with Aviva. He disputed that the boiler was BER and was unhappy that Aviva hadn't repaired it. Aviva said it had acted in line with the policy's terms and the correct process had been followed.

Mr L remained unhappy and asked our service to consider the matter. He provided a gas safety inspection report which was carried out the day after Aviva attended, as well as an invoice from an engineer who had fixed his boiler.

Our investigator thought Mr L's complaint should be upheld. She recommended Aviva reimburse Mr L for the cost of repairs and pay him £100 for trouble and upset.

Aviva disagreed with our investigator's outcome. It said its engineer had diagnosed rainwater ingress which had caused some damage to the boiler and there was also poor circulation. It said the private engineer had only cleaned the heat exchanger and hadn't commented on the rainwater damage. Aviva would have replaced the part. It said that although the private repair might have got the boiler working, it could just be a temporary repair. Under Aviva's policy repairs are guaranteed for 12 months. It also commented that the engineer who repaired the boiler didn't appear on the gas safe register.

Our investigator thought Aviva should pay the compensation she'd previously recommended if Mr L could provide evidence from a gas safe engineer confirming that the repairs carried out by the previous engineer were safe.

Mr L provided a gas safety record from a gas safe engineer. Our investigator shared this with Aviva and recommended it pay the redress she'd previously suggested.

Aviva didn't agree. It said the safety of the appliance couldn't be confirmed from the records supplied. Operating pressure or heat input needed to be tested but this wasn't recorded on

the record. It appeared that the test point was damaged on the gas valve and would require replacing to conduct the tests.

Aviva said there were no comments about the faults identified by its engineers in March 2023. The engineer stated there was water damage inside the boiler and no one has ever commented to dispute their findings. The new report didn't comment on the work completed by the private engineer who wasn't gas safe registered. The works completed were illegal for this reason.

Mr D said he thought the redress our investigator paid him should be in addition to the £200 Aviva had already paid him. He also said he thought the cost of recertification for the boiler should be included as this was only carried out because Aviva failed in their contractual obligation to carry out the repairs competently.

As both parties disagree with our investigator's outcome, 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've decided to uphold Mr L's complaint. I'll explain why.

The terms of the policy say cover is provided for:

"A breakdown of the boiler and external components required to make it work such as pump, motorised valve, thermostat, timer, temperature control and external chimney (flue)..."

Aviva says that the engineer who attended in March 2023 discovered rainwater had damaged multiple parts of the boiler. Upon reviewing the parts required, the engineer discovered the connection cable was obsolete and no longer available. So, the boiler was deemed BER.

It's referred to the following wording in the policy's terms and conditions:

"Obsolete Parts and Beyond Economical Repair boilers – If when attempting to repair your boiler the parts required are found to be obsolete or your boiler is beyond economical repair, the following terms shall apply..."

After 6 months – After six months of cover (and each year thereafter that you renew your policy), if your boiler is less than 7 years old we will source, replace and install a new boiler. If it is 7 years old or older we will make a contribution of £200 towards the cost of a new boiler."

Aviva says it refunded Mr L £200 in line with the above and cancelled the policy as a similar policy wasn't available.

In its response to Mr L's complaint, Aviva said the repairs weren't carried out and his policy was cancelled because the connection cable was obsolete.

However, Mr L has provided an invoice from another engineer which suggests the boiler was fixed without the connection cable being replaced. The repair was carried out for £360.

Aviva has raised concerns about the quality of the repairs completed by Mr L's engineer. It says multiple parts needed replacing, including the connection cable. It says Mr L's engineer only cleaned the heat exchanger, whilst its own engineers would have replaced it. It's commented that the repairs might only be temporary. It says Aviva's repairs are guaranteed for 12 months. A private engineer might merely do the minimum required to get the boiler working again.

Aviva has shared the note from the engineer it sent to Mr L's property in March 2023. This refers to "*rainwater damage leaking on boiler*" and multiple parts being required. However, the note isn't particularly detailed. It's unclear precisely what the engineer diagnosed to be causing the issue with the hot water the engineer was called out to fix.

Aviva says it doesn't think it's fair to accept the diagnosis of a non-registered gas safe engineer against that of a fully qualified engineer that works for the boiler manufacturer.

I acknowledge that the engineer who fixed the boiler doesn't appear on the gas safe register. However, Mr L has provided a photograph of the engineer's gas safe register card which has an expiry date of July 2023. Aviva told us it checked the gas safe register in June 2023, and it couldn't locate Mr L's engineer. So, it seems that the engineer was removed from the register at some point before his card expired. However, it's unclear why he was removed or whether this was before or after he completed the repairs in April 2023.

Mr L also provided a certificate from a gas safe registered engineer who inspected the boiler the day after Aviva's engineer visited. This says: "*Hot water not working properly, probably due to blocked plate to plate heat exchanger.*"

I appreciate Aviva thinks the diagnosis from its own engineer is more accurate. But its engineer's diagnosis isn't very clear in the notes. Moreover, Mr L says the boiler has continued to work since the repair. He's provided a gas safe certificate from a gas safe registered engineer to show this. The certificate is dated July 2023, which is around two and a half months after the repairs were completed.

Aviva has raised concerns about the gas safe certificate issued in July 2023. It says the operating pressure or heat input should have been tested, but this isn't recorded on the certificate.

Aviva has also commented that nothing has been said to dispute its engineer's findings of water damage and the new report doesn't comment about the work completed by the private engineer who wasn't gas safe registered.

I appreciate Aviva doesn't believe the gas safety certificate shows the appliance is safe. However, the boiler has been declared safe and working by a qualified gas safe engineer. The information available suggests that the issue Aviva's engineer was called out for was rectified without the connection valve being replaced. So, I don't think it was fair for Aviva to deem the boiler BER because this part wasn't available.

Aviva's call notes aren't very detailed, but it looks like it advised Mr L to provide a copy of his invoice if he wanted to source his own engineer to fix the issue. It suggests Aviva was willing to consider reimbursing these costs.

Both parties have strong opinions about the outcome of this case. But I've needed to base my decision on the information I've been provided with. The notes from Aviva's engineer who attended Mr L's property in March 2023 are very brief and it isn't clear from these what was causing the issue they came to fix. Aviva told Mr L his boiler was BER because a particular part was obsolete. There may have been other reasons for Aviva deeming the

boiler BER, but these don't appear to have been clearly communicated to Mr L. And the boiler appears to have been fixed without the part Aviva said was obsolete. So, under the circumstances, I think it would be fair for Aviva to reimburse Mr L for the cost of these repairs.

Mr L has provided an invoice which shows the cost of the repairs was £360. As Aviva has already paid Mr L £200 in respect of the claim, I think it would be fair for it to pay him £160 for the repairs.

Mr L thinks that Aviva should pay the cost of recertifying the boiler in July 2023. As a landlord, Mr L is responsible for his property and has a duty to ensure it's safe for his tenants. I think it was necessary for the boiler to be checked, once it came to light that the engineer who carried out the repairs was no longer gas safe registered. However, I don't think it would be fair to tell Aviva to cover the cost of this as the engineer who carried out the repairs was instructed by Mr L.

I think Mr L has been caused some unnecessary distress and inconvenience as a result of Aviva's handling of his claim. I don't think it's communicated with him as clearly as it should have done, and Mr L was also inconvenienced by having to arrange for repairs to be carried out. I appreciate Mr L thinks the compensation should be higher, but I think £100 is a reasonable amount to recognise the distress and inconvenience he's experienced.

Putting things right

Aviva should pay Mr L £160 for repairs to the boiler and £100 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold this complaint and direct Aviva Insurance Limited to pay Mr L £260.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 7 November 2023.

Anne Muscroft
Ombudsman