

The complaint

Dr V's complaint is about the handling of a claim under her plumbing and drainage insurance policy with Aviva Insurance Limited.

What happened

Dr V says Aviva took an excessive time to repair a broken pipe in her property and also caused damage to her boiler which meant she had to have it replaced.

At around midday on 12 February 2023, Dr V contacted Aviva, as she found a water leak through her ceiling as a result of a burst pipe. Aviva said no one could attend for six or seven hours, so Dr V arranged for a friend that is a plumber to attend. The plumber turned off the boiler and drained the central heating system to stop the leak. Aviva's contractor attended at 8pm that day, took photos of the damage and ordered the parts needed to complete the repair (which included a copper manifold).

Aviva attended again but the parts weren't correct, so they had to be reordered. Around two weeks later Aviva attended again. The contractor spent several hours working on the repair. He repaired the leak but could not get the downstairs radiators working and said further work was needed. Dr V says the contractor told her during that appointment that she could have still been using the underfloor heating downstairs, as this was on a different circuit from the pipework that was leaking. She therefore turned the underfloor heating on.

I understand Aviva attended again a few days later. The contractor realised there was a valve system on the leaking pipe, which might have been why the downstairs radiators were not heating up. He turned it all off and drained the system again, so he could fit a valve on the new pipework to see if this resolved the issue but the downstairs radiators were still not heating up. Dr V says the contractor left the heating system on and arranged to return again.

Dr V later found her boiler had leaked causing flooding to the garage in which it is located. Dr V contacted Aviva and on 24 March 2023 another contractor came out but was unable to do anything because the leak was from the boiler, which is not covered by the policy.

Dr V arranged for two independent plumbers to look at the boiler. She says they both diagnosed that the boiler jacket had cracked and was beyond repair. Dr V says they both also said it was likely the crack was caused by the boiler "*dry firing*" as a result of the underfloor heating being on but with no water in the system. Dr V says that Aviva's contractor had not turned the underfloor heating controls off when he drained the system down again, which meant the boiler had been "*dry firing*" causing a crack to the boiler jacket.

Dr V says she also asked the independent plumbers to look at the pipe repair done by Aviva's contractor. She says they both told her that the valve should not have been placed in the ceiling, as it would be inaccessible, and should be removed.

Aviva's contractor attended again in early April 2023 to do the final repair to the pipework. Dr V says he realised that the flow and return pipes had been mixed up, so he had to take

away more of the ceiling to expose the pipes, so he could trace back the pipes and reconnect the correct flows with the returns.

Dr V is very unhappy with the handling of the claim, the additional damage to her ceiling and the damage to her boiler. As she was without heating and hot water, she had to go ahead and have it replaced in May 2023. She complained to Aviva and asked it to reimburse her the cost of the new boiler, which was almost £8,500.

Aviva says it did not work on the boiler and while it was suggested it might have been damaged by dry firing, this is only a possibility and the actual cause has not been identified. The boiler has been disposed of and so it cannot investigate this further but its contractors do not agree they caused any damage to the boiler. They say they left the heating working, so was not running dry.

With regard to the ceiling access, Aviva says the access holes were made before it attended and would have been necessary regardless and in any case, Dr V has made a claim under her home insurance to cover the cost of repairing the damage resulting from the leak. Aviva did accept that the wrong parts were ordered, which caused delay and there were wasted visits. It accepted that Dr V had to pay for alternative heating during this time as well. It offered £360 compensation for the trouble this caused and the additional heating costs during the time it took to repair the leak.

Dr V was not satisfied with Aviva's response to her complaint, so she referred the matter to this service.

One of our Investigators looked into the matter. She did not think there was enough evidence to establish that the boiler was damaged as a result of anything Aviva's contractors did, so did not recommend that it reimburse this cost. The Investigator also didn't think it had caused any further ceiling damage. Overall, the Investigator was satisfied that the compensation of £360 offered by Aviva was reasonable.

Dr V did not accept the Investigator's assessment. She has made a number of points in support of her initial complaint and in response to the Investigator. I have considered everything she has said and have summarised the main points below:

- Despite it being an emergency Aviva could not send anyone out for 6/7 hours when she first reported the claim.
- She had to get a friend to stop the leak, as her property was being damaged; he drained down the system and turned off all the controls and thermostats, including for the underfloor heating.
- She remembers this clearly because she was annoyed when Aviva's contractor told her that she could have had the underfloor heating on, as the property had been so cold. When Aviva's contractor then drained the system the second time (to fix the bypass and joints that should never have been put in and match up the flow and returns which he had muddled up) he did not turn the underfloor heating thermostat down. This is when the boiler dry fired and the water jacket cracked.
- Aviva initially accepted that the dry firing had caused the boiler to break down when it thought it had happened after the first time the heating system was drained down (by her plumber) but when they realised it was only after its contractor had drained it down the second time, Aviva changed its position and said the problem could not have been caused by dry firing.
- If the leak had been fixed properly when it should have been, the system would only have needed draining down once and this would not have happened. The boiler was working fine with no leaks after the first drain down and refill.

- The parts initially ordered by Aviva were sent to Dr V and she was concerned they were not right so phoned to check. Aviva told her they were correct but this wasn't the case. This led to the contractor that attended in early March 2023 trying his best to repair it with parts he got from a local supplier.
- A second larger access hole in the ceiling had to be made by Aviva on its sixth visit and was only required because it had not marked the flow and return pipes initially and so had to make a larger access hole to investigate this.
- The boiler only needed to dry fire once to cause this crack. There was no issue with her boiler or heating system before this claim. The crack then caused the leak. Her contractor said there is no other way a cast iron boiler would split. They do gradually wear or rust, but this starts as a trickle then gets worse and worse over time as the crack gets larger. However, the leak was huge instantly on refilling, proving that the crack had happened during the second drain down.
- While it is difficult to prove it was damaged by dry firing, it is also cannot be disproved. The leak only happened after the second time the system was drained down. If the repair had been done properly at the outset, it would not have had to be drained down again and would have remained working
- She was without heating from February to 9 May 2023. As a result, she had to use two oil radiators to heat one room for her business and her children's bedrooms and use the immersion heater for hot water. She had significantly higher electricity bills during that period as a result and has provided copies of her bills, which show charges of over £1,100 for the three-month period.
- She kept the boiler for two months but Aviva did not say it wanted to inspect it, so she had to dispose of it when the new one was installed. It needed special lifting equipment, as it is 160kg.

As the Investigator has not been able to resolve the complaint, it has been passed to me.

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.

Repairs

The claim was initially reported on 12 February 2023. The policy covers emergency situations such as this so we would expect Aviva to attend as soon as reasonably possible for an ongoing leak like the one that happened here. Aviva could not attend for several hours. This was not inherently unreasonable but I can see why Dr V called someone herself to get the central heating system turned off and drained, to prevent further damage to her property.

Aviva attended later the same day to inspect the damage and ordered the parts. I can see the original part was no longer available but there was a delay in getting the correct parts and completing the repair. It essentially took around eight weeks in total for Aviva to repair the pipework and get the heating working properly, although it was working upstairs for part of that period. So I do think that Dr V was without heating and hot water for longer than should have been necessary.

Dr V also says that her own contractors both said the repair carried out by Aviva was not correct, in particular that a valve should not have been placed in the ceiling.

I have listened to the two voice recordings Dr V provided of her conversations with the contractors.

The first contractor says that there should never be compression joints in a ceiling because they can fail, so they need to be changed and the bypass section needs to be removed.

The second contractor says that they should disconnect everything and then put an airline to each pipe to see which one is the flow and which one is the return, which can be done without the boiler working.

It is not clear when the recordings were made and whether they were made before the final repair by Aviva or afterwards. And I have seen nothing to suggest that Dr V told Aviva that she had been advised that the repair was not correct at the time.

Aviva's notes say the contractor realised there was a valve on the pipework he had replaced. It is not clear, and I cannot say with any certainty, but this suggests the system was installed originally with a valve there. Aviva's contractor did resolve the flow and return issue. With regard to the use of compression joints, as stated it is not clear if these were part of Aviva's final repair. And I am not persuaded that this comment means that the repairs were not completed properly or to a reasonable standard.

Boiler

To hold Aviva responsible for the damage to the boiler, I have to be satisfied that it is more likely than not that its contractors caused the damage to the boiler. Aviva does not have to establish how the boiler failed but it is for Dr V to establish that Aviva caused the damage.

I have considered the evidence about this.

Dr V says the boiler was working without any problems before Aviva drained the system down again on 7 March 2023 and refilled it. It was during this time that it dry fired because the contractor failed to turn up the underfloor heating thermostat, so it was demanding heat from the boiler, which was empty.

Aviva's notes record this repair and second drain down of the system was done on 3 March 2023, rather than 7 March 2023. As Aviva's records would likely have been made contemporaneously, I think it likely this visit was on 3 March 2023.

In her response to the Investigator, Dr V says she found the leak the day after Aviva left and she says the fact it leaked almost immediately after being refilled and turned back on, proves that the crack happened as a result of the work done by Aviva's contractor.

However, I note that in an email to Aviva in May 2023, Dr V said she'd been away for a week and returned to find the leak. And in the complaint form, Dr V said Aviva left the heating working after the appointment in early March 2023 and that she found the leak on 19 March 2023, when she had looked in garage after not having hot water and hearing noises from the boiler.

Aviva's records support that the leak was found on, or around, 19 March 2023 as well. So it seems likely to me the heating was left on after the visit on 3 March 2023 and the leak was found around 16 days later. (Even if I take the date Dr V says this work was done – *i.e.* 7 March 2023 – it seems it was working for at least 12 days before the leak was found.)

The boiler and central heating system was therefore refilled and working for several days before the leak was found.

Dr V's contractor's report says:

"I have looked after this property for a number of years and know the system well. On inspection the boiler was leaking from the main heat exchanger, the programmer for the hot water and heating had been turned up to prevent the boiler from firing but the underfloor thermostat hadn't been turned down. If the temperature had dropped below the required temperature of 20 it was set at then this would have caused the boiler to fire, as the system was drained down and boiler was empty, the boiler then would have dry fired and heating the main heat exchanger up with no water, which could have caused the crack in the main heat exchanger then causing the leak, the leak was then only discovered once the repairs to the heating pipe work in the ceiling had been completed and the system refilled."

I note that the report says he attended on 5 May 2023. I am not therefore satisfied that he can testify that Aviva's contractor had not adjusted the underfloor heating thermostat correctly on 3 March 2023.

The same contractor also wrote the following in December 2023 that in his professional experience, most heat exchanger leaks start small and gradually get worse. He said as this was immediately such a large leak, and it happened at the time of the second drain down of the system, when all the circuits were not isolated, it indicates that the boiler dry fired and the heat exchanger got too hot, causing the crack.

Again, I do not think he can testify that Aviva's contractor did not isolate any part of the heating system.

This would instead seem to me to be what he was told by Dr V. Dr V says the contractor didn't isolate the underfloor heating when he drained the system but as far as I am aware, there is no convincing, independent evidence to support this. And as he left the heating working, it seems to me likely that the thermostats would have been turned to the required level when he left, so the temperature on the thermostats after he left are not evidence that he failed to fully turn the boiler off, or isolate the underfloor heating, and caused it to dry fire.

The contractor also said he thought the problem was likely caused by dryfiring, partly because he says the leak was so significant immediately. But as stated above, the evidence suggests that the boiler was working for 12-16 days before the leak was noticed.

I also have to bear in mind that there had been a significant leak in the system anyway, which was the reason for the claim in the first place, so it seems to me that the system would have been running with less water than it should have been while that was ongoing.

Given all of the above, even if the damage to the boiler was caused by dry firing, there is no convincing evidence this was more likely than not, a result of anything Aviva's contractor did wrong. It follows that I do not consider Aviva is not responsible for the consequences that flowed from the breakdown of the boiler, including the additional time without heating and hot water and the additional costs.

Ceiling

It is not disputed that Dr V's friend made access holes to try and stop the leak before Aviva arrived. Its notes of the first appointment in February 2023 say "*On arrival found multiple holes in the living room ceiling*". Aviva had to make another larger hole to do the final repair, to work out the flow and return pipes. Dr V says this was only necessary because Aviva's contractor had not marked the pipes up before replacing them. However, there is no

convincing evidence this is the case. I am not persuaded that it has been established that Aviva caused unnecessary damage to the ceiling. In any case, even if that had been established, I have not seen any evidence that this has caused additional loss to Dr V, as I understand she has made a home insurance claim to repair the damage caused by repairing the leak.

Compensation

The repair did take longer than it should have done, which did cause some distress and inconvenience to Dr V. She was without heating and hot water while waiting for the parts and had to chase the repair visits. Having considered everything, I am satisfied that the offer already made by Aviva is reasonable to reflect that and the additional heating costs caused by its delay. As stated above, I do not consider that Aviva is responsible for the entire time that Dr V had to use alternative heating.

My final decision

Aviva Insurance Limited has already made an offer to pay £360 to settle the complaint and, for the reasons given above, I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Dr V £360 compensation for the distress and inconvenience caused by its handling of the claim, if it has not done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Dr V to accept or reject my decision before 19 March 2024.

Harriet McCarthy
Ombudsman