

## **The complaint**

Ms G is unhappy with the way Aviva Insurance Limited (AIL) handled her claim after her boiler developed problems with the pressure.

## **What happened**

The background to this complaint is well-known to both parties. So, I've set out a summary of what I think are the key events.

Ms G had home emergency insurance underwritten by AIL. It provided cover for her heating system, plumbing and electrics. Ms G reported low boiler pressure to AIL. The policy didn't provide cover for her boiler, so she paid for its service on demand. However, she was unhappy with the service and complained to AIL.

Ms G then experienced problems with her immersion heater switch. Her policy covered electrics, so AIL accepted her claim under the policy. Its engineer exchanged the fuse.

When Ms G arranged for her own engineers to work on her boiler, they said an incorrect fuse had been put in the immersion switch. Ms G complained to AIL.

AIL asked Ms G for evidence from her engineer, but the invoice she provided didn't give the detail required. AIL looked at its own engineer's notes but it couldn't find any evidence that they exchanged the fuse incorrectly. In response to Ms G's complaint, AIL confirmed that it would've swapped the fuse on a like-for-like basis and that the engineer confirmed it was the correct one.

Unhappy with its response, Ms G brought her complaint to us.

Our investigator didn't uphold Ms G's complaint. She said there was no evidence that AIL had done anything wrong in respect of the immersion heater switch.

Ms G didn't agree. She repeated her complaint, and asked for an ombudsman 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 not to uphold Ms G's complaint. I'll explain why.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably.

As Ms G didn't have an insurance policy covering her boiler, she paid for the job outside her home emergency contract. Essentially, the work was carried out on a private basis, so it isn't a regulated insurance policy. Therefore, any matters relating to the boiler are outside this service's jurisdiction. I understand Ms G has been made aware of this separately.

Turning to the complaint about the immersion heater switch, Ms G said AIL replaced the fuse incorrectly. I see that AIL asked Ms G for evidence, but her engineer didn't provide the necessary detail. And she said the engineer didn't respond to her further requests.

AIL asked its engineer for comment, and they confirmed that the lower amp fuse was correct. As that's what would've been in the fused switch to begin with, they would've swapped on a like-for-like basis. AIL's engineer said the higher amp, put in by Ms G's engineers, was incorrect.

It's not for me to decide which was the correct fuse. My role is to decide whether AIL handled Ms G's claim fairly and reasonably. Based on the limited evidence available, I'm persuaded by AIL's explanation about the fuse size and that it, more likely than not, replaced the original fuse with a correct new one. In the absence of any contradictory evidence, I see no reason to conclude that AIL treated Ms G unfairly.

I realise Ms G had a much more detailed complaint about the whole matter. But, as I said, I can only look at her complaint about matters covered under the insurance policy. And, based on the evidence available, I haven't identified anything for AIL to put right.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Ms G's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 4 March 2024.

Debra Vaughan  
**Ombudsman**