

## The complaint

Mrs R thinks Aviva Insurance Limited (“Aviva”) caused her to spend money unnecessarily on alternative heating due to poor workmanship by its engineer under her home insurance policy.

## What happened

Aviva said Mrs R’s boiler was serviced in April 2023. The engineer carrying out the service identified a part within the boiler was fitted upside down. This was rectified and the boiler then worked.

Mrs R said the boiler hadn’t been working properly for around four years and she said she’d spent around £1,000 on additional electricity costs during this time, using alternative heating solutions. Mrs R blames Aviva for this situation.

Mrs R said an engineer came to her home to replace a part on her boiler in 2021, but she said he made a mistake when fixing it. Mrs R said the engineer told her not to contact Aviva again as the issue was with her heating system rather than the boiler itself.

Aviva said there are no records of a fault been repaired by its engineer previously. It said the previous visit was in September 2021 *“whereby the heating was found to be on with a water system pipe fault. This engineer confirmed they had serviced the boiler, checked the boiler, controls, flue collector and gas inspections. The engineer replaced the Power Circuit Board (PCB) and tested the appliance. No fault was found with the boiler and the engineer confirmed there was a system issue not relating to the boiler”*.

Aviva said, *“I am unable to uphold the aspect of the complaint regarding a part within your boiler being identified upside down and repaired on 27 April 2023 as our engineer’s records do not confirm this to be the case”*. It said if Mrs R could provide further evidence it would be able to consider it further.

Our investigator decided not to uphold the complaint. She didn’t think Aviva had been made aware of issues with the boiler which may have been a sign of poor workmanship, so hadn’t been given the opportunity to take any positive action. Mrs R disagreed, so the case has been referred to an ombudsman.

## 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.

Aviva referenced a call made with Mrs R in 2022, where it says once it was aware of a problem with Mrs R’s boiler that it tried to take some mitigating steps. I’ve listened to the detail of this call.

The call is an Aviva representative calling Mrs R to arrange her annual boiler service. Mrs R told the representative she’d not been using the boiler and she’d switched it off. She told the

representative the heating hadn't worked in the past, but she also said the cost of gas was high, so she switched her boiler off to save some money.

The representative explained for the service to be carried out and for the issue with the heating to be looked at, that Mrs R would need to switch her boiler back on. The representative said she'd need to ring back to book the service and repair appointment when she could confirm there was an issue with the boiler once it was turned back on.

Mrs R talked about the boiler working in the summer but not in the winter. It was hard for the representative to get his message across. He reiterated that Mrs R needed to switch her boiler on and then call to book an appointment for an engineer to visit once it was confirmed there was a fault on the boiler.

Mrs R didn't call back. Aviva sent three letters to Mrs R in Sept/Oct 2022 to seek an appointment for the annual service. Aviva didn't receive any further contact from Mrs R until 2023, when it visited for a service and correctly installed the part in the boiler that had previously been fitted upside down.

Aviva have explained its paid 50% of the purchase costs of a fan heater and electric throw that Mrs R had paid. It has also refunded part of the premium Mrs R paid for her not taking all the annual services of her boiler.

I have reviewed the evidence, and I don't think it would be fair to uphold this complaint and ask Aviva to pay the additional electricity costs incurred by Mrs R. The first I can see Aviva was made aware of a potential issue was in 2022 when it proactively contacted Mrs R about arranging her annual service. It wanted to arrange a repair visit and guided Mrs R through what she needed to do. Unfortunately, Mrs R didn't follow through with this or respond to the letters Aviva sent. So, I didn't think Aviva has been given the opportunity to investigate and fix any potential issues.

In further support of why I reached my decision, Mrs R said she hadn't been using her boiler as she'd decided to turn it off to save money. She'd also said it worked in the Summer but not in the Winter. So, it's unclear whether the boiler was working or not. Mrs R has also explained that she'd had issues with her radiators for many years and these were extremely old. For all these reasons, I don't think it's fair to say Aviva hasn't done what it should do with the boiler. When it was aware, it tried to arrange an appointment to investigate the problem.

Eventually, there was resolution in 2023. But, as Aviva hadn't had chance to rectify any faults before this time, I won't be upholding this complaint. I think Aviva has been fair in paying 50% of the temporary heating solutions Mrs R chose to use. Aviva has also been reasonable in refunding the cost of the services not taken up. In summary, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 16 July 2024.

Pete Averill  
**Ombudsman**