

## **The complaint**

Mr A has complained that Aviva Insurance Limited misdiagnosed an issue with his boiler, failed to notice a leak, caused it to be beyond economical repair (BER) and left it in a condition which meant no other engineer would look at it.

Mr A made a claim under his Boiler and Central Heating cover policy.

Any reference to the underwriter Aviva in my decision includes the agent administering the policy on its behalf.

## **What happened**

Mr A bought a Boiler and Central Heating cover policy in November 2023.

In January 2024 Mr A reported there was low pressure and Aviva arranged for an engineer to attend. The engineer couldn't locate a cause or fault with the pressure which he found to be within range.

In February 2024 Mr A contacted Aviva again reporting a loss of pressure and so a second engineer attended. He found water in the boiler, referred the issue to the manufacturer and was advised of the parts to order and that it wouldn't be possible to locate the leak without stripping back the boiler.

Two weeks later when the parts were available, a third engineer attended. He advised that a new heat exchanger was required and this unfortunately meant that Mr A's boiler was BER. The engineer disconnected the boiler for safety reasons.

As Mr A's policy had been in place for less than six months, this meant Mr A wasn't entitled to a replacement boiler as set out under the policy terms.

Mr A complained to Aviva. He believed the first engineer should have discovered a leak. He believed Aviva was responsible for the boiler being BER due to misdiagnosis. He wanted Aviva to replace the boiler. But Aviva didn't uphold his complaint as it said it had acted correctly.

Mr A asked us to look at his complaint. Our Investigator didn't recommend it should be upheld. She thought Aviva had acted reasonably and in line with the policy.

Mr A doesn't agree. In summary he says we haven't taken his version of events into account and have only considered what Aviva has said.

So as Mr A doesn't agree, he wants 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.

I understand Mr A feels we have sided with the insurer over him. We look at all of the available evidence from both parties. The crux of Mr A's complaint is about the actions of the appointed engineers. So I've looked at whether Aviva reasonably relied on the information provided by the engineers who attended Mr A's home and looked at his boiler.

From the notes provided by Aviva, there was nothing to indicate that the engineers who inspected Mr A's boiler caused the damage which led to it being BER. Aviva asked for advice from an 'in house' engineer. He thought Mr A's claim had been dealt with properly by the attending engineers.

Aviva – and this service - asked Mr A if he had any evidence to support that an engineer had incorrectly diagnosed the issue with his boiler. But Mr A hasn't provided any. Mr A says the engineer left his boiler as a shell and nobody else will come out to look at it. But there isn't anything to show me this. Aviva says that the engineer would usually only remove parts if they were replacing them with new ones.

Our Investigator set out the terms of Mr A's policy which say that if his boiler is deemed BER within the first six months, no replacement boiler will be provided. As Mr A made his claim within the first six months, this means I think Aviva has reached the correct outcome in line with the policy.

I understand Mr A doesn't agree with Aviva's decision not to replace his boiler. But I haven't found evidence to show that Aviva did anything wrong. So I'm not asking it to do any more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 24 July 2024.

Geraldine Newbold  
**Ombudsman**