

The complaint

Mr I has complained that Aviva Insurance Limited's appointed engineer incorrectly condemned his boiler following a boiler check. Mr I is unhappy with the service he received from Aviva when he claimed under a heating, plumbing and electrics cover agreement.

All reference in my decision to the insurer Aviva includes its agents acting on Aviva's behalf for Mr I's complaint.

What happened

In February 2024 Mr I bought a heating, plumbing and electrics cover agreement with the insurer Aviva. A term of cover is for an engineer to carry out a annual boiler check within 90 days of the start date of cover.

In April 2024 an engineer carried out a check on Mr I's boiler on behalf of Aviva. The engineer said, along with other findings, that the sump was cracked and recommended the boiler be isolated. Mr I refused, and so the boiler remained in use.

Under the terms of cover, Aviva said it needed confirmation the maintenance work required had been done. As it didn't receive confirmation from Mr I, it removed boiler care cover from the agreement.

Mr I complained to Aviva. He said he'd obtained an independent engineer report which contradicted the findings of Aviva's appointed engineer. He said his engineer said there was a leak from the sump door. He wanted Aviva to compensate him for being without hot water and heating over a weekend, lost wages, and the costs he paid for his report. Mr I said he was unhappy with Aviva's engineer's approach as he said he pushed hard to sell him a replacement boiler, which wasn't necessary.

Aviva didn't uphold Mr I's complaint. It said the boiler health check failed because of a leak from the sump. It provided further comment from its engineer to show that even if the issue was as Mr I described, the outcome would have been the same, because the sump component and the sump door which required replacement are the same.

Mr I remained unhappy and asked us to look at his complaint. Our Investigator didn't recommend the complaint should be upheld. She found that the gas safety record provided by Mr I's engineer was dated over a month after Aviva's engineer recommended the boiler be isolated. She found Aviva's engineer hadn't acted unreasonably – or Aviva – as the outcome was the same, based on the gas safety record provided by Mr I's engineer.

Mr I disagrees and wants an ombudsman to decide. In summary he says;

- Aviva's engineer made an incorrect diagnosis which left him and his family without hot water and heating.
- While he accepts there is no record of his conversation with the engineer, he stands by his account that he was put under pressure to buy a replacement boiler unnecessarily.
- He believes Aviva is responsible for financial and emotional hardship as he bought electric heaters to accommodate him and his family being without hot water and heating for an entire weekend.

- Aviva should reimburse him for lost wages and the costs of an independent engineer report.
- Mr I used the boiler sparingly for emergencies and primarily relied on the electric heaters and boiling water until his engineer confirmed the boiler was safe to use. This situation arose as a result of Aviva's engineer incorrectly diagnosing the fault.

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.

Mr I's agreement with Aviva says he should provide confirmation the required maintenance work has been completed in order for boiler care cover to continue. If it doesn't receive this, Aviva is entitled to remove this cover from the agreement.

Aviva has provided a copy of the job record from its engineer. The engineer recommended the boiler be isolated due to a cracked sump. This led to the engineer's decision to fail the boiler check.

Mr I provided a copy of a gas safety record. The engineer wrote;

“sump access door leaking, replace sump door.”

I've seen no evidence of an invoice for parts and labour to show repairs were completed by Mr I's engineer, or proof of payment for these repairs by Mr I, as required by Aviva.

Aviva has provided further comments from its engineer along with a diagram showing the sump component (which would include the door) and the price for the replacement sump component. Aviva says this shows that whether the issue was with the sump door, or the sump, its engineers' actions – and the outcome – would have been the same.

So I don't think Aviva acted unreasonably in removing boiler care cover in line with its terms.

Mr I says Aviva's appointed engineer tried to sell a replacement boiler to him. Aviva discussed the visit with the engineer and disputes what Mr I says. Aviva said there is no benefit to the engineer in recommending a replacement boiler, but they will provide information where it decides a boiler should be isolated.

As the Investigator explained, we cannot make a finding on what was discussed face to face when there is no record to evidence either way.

I understand Mr I will be very disappointed with my decision. But from the information available to me, I can't safely conclude that Aviva did anything wrong. So this means I'm not upholding his complaint.

My final decision

For the reasons I've given above, 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 I to accept or reject my decision before 25 December 2024.

Geraldine Newbold
Ombudsman