

The complaint

Ms P complains that Aviva Insurance Limited misdiagnosed an issue with her boiler which led to it avoidably being declared beyond economical to repair (BER).

What happened

The details of this complaint are well known to both parties, so I will not repeat them again in full detail here. But to briefly summarise, Ms P made a home emergency claim to Aviva in August 2025 after reporting a leak from her boiler. Aviva's engineer initially diagnosed a fault with the heat exchanger and isolated the boiler. But further issues were identified during a follow-up visit, which resulted in the boiler being declared BER.

Ms P complains that her boiler was misdiagnosed and that this led to it being incorrectly declared as BER. She also complained about damage to her kitchen ceiling and the carpet below the boiler, which she felt Aviva should cover.

Aviva partially upheld Ms P's complaint. It offered to pay toward the cleaning of some damage to her carpet, and to pay £30 compensation. But it didn't accept it had misdiagnosed the issues, or that it was responsible for damage to the ceiling, caused by the initial leak.

An investigator at the Financial Ombudsman Service considered Ms P's complaint. She thought Aviva was correct to consider Ms P's boiler as BER. The investigator said there was no evidence of an incorrect initial diagnosis of the heat exchanger, but she accepted the condense water issue causing the visible leak should reasonably have been identified at the first visit. She said the fact it wasn't led to an avoidable loss of expectation and unnecessary distress and inconvenience. To put things right, she recommended Aviva should increase the compensation to £100 in total, to better reflect the impact its failure to diagnose both faults on the first visit had on Ms P. The investigator also said Aviva's decisions to reject the kitchen ceiling damage but accept the carpet staining damage were fair too.

Aviva accepted the investigator's recommendations, but Ms P didn't. So, as no agreement has been reached, the complaint has been passed to me 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, while I appreciate this will likely come as a disappointment to Ms P, I've reached the same conclusions as the investigator. I'll explain why.

As set out by the investigator, Ms P's policy provides emergency cover, subject to specific terms, conditions and limitations set out in the policy booklet. In this case, the applicable cover was for, "*The breakdown of your main heating system*" and was subject to the following limits and exemptions:

“Claims limit

*Up to £1,000 per claim for the cost of labour, parts and materials (including VAT).
The only exemptions are for:*

- *Boilers and electric heaters which we deem to be beyond economical repair in which case we will contribute £500 towards a replacement.”*

Having reviewed the evidence on file, my findings on the key issues forming part of this complaint are as follows:

- Ms P previously suggested she would seek to obtain her own engineer’s report to contradict Aviva’s findings, but no such report has been received.
- The expert evidence which is available supports there were numerous issues affecting Ms P’s boiler, including the heat exchanger, printed circuit board (PCB), condensate pipe and the fan and gas valve.
- The evidence supports the boiler was appropriately deemed at risk during the first visit and switched off until repairs could be carried out. And it was only after the PCB was replaced that power could be returned to the boiler, which enabled the fan and gas valve issues to be identified.
- It is accepted that Aviva’s engineer failed to identify the issue with condense water backing up from a downpipe on the first visit. But there is no evidence to support that the issues he did diagnose were not present or did not need to be remedied, in addition to the condense water issue.
- The total cost of replacing the damaged parts/carrying out the required repair exceeded the policy limit of £1,000 and rendered the boiler BER, in line with the policy terms. It was therefore fair for Aviva to limit its settlement to the £500 replacement contribution.
- It was clear from the first notification of the loss that the kitchen ceiling had been damaged by the initial leak. So, it was fair for Aviva to decline liability for this damage, as it’s not something provided for under the policy terms.
- It was reasonable for Aviva to accept liability for the brown staining to the carpet as this was, on balance, most likely caused by the engineer. Its offer to pay £50 cash toward cleaning products, or to consider a quote from Ms P for professional cleaning is fair and reasonable in the circumstances.
- The engineer’s failure to diagnose the condense water issue – the primary cause of the leak – during the first visit led to an avoidable loss of expectation, and the need for several further visits which could all have been avoided. This would have been understandably distressing and frustrating for Ms P, and £30 compensation doesn’t go far enough to put things right.
- Considering the things which went wrong, the length of time they took to correct and the impact they had on Ms P, Aviva should increase the total compensation payment to £100.

My final decision

For the reasons set out above, I uphold Ms P's complaint in part.

If it hasn't already done so, Aviva Insurance Limited must:

- Settle her claim by paying the £500 contribution toward a replacement boiler
- Cover the cost of the carpet cleaning – in line with the offer it has already made
- Pay Ms P a total of £100 compensation for the avoidable distress and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 20 May 2026.

Adam Golding
Ombudsman