

complaint

Mr A complains that Aviva Insurance Limited gave poor service under a home emergency insurance policy.

background

Mr A is a highly-qualified engineer and he teaches engineering.

He had a policy branded with the name of a home assistance company. Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer, I include the home emergency company, its contractor company, and that company's engineers, for whose actions I hold Aviva responsible.

In February 2018 Mr A called for help with an intermittent fault with hot water from his central heating boiler. He complained that the insurer sent engineers who didn't fix the fault. So he ended up paying the boiler manufacturer about £340.00 for a repair (and a service).

Mr A emailed his complaint on the morning of 17 February 2018. He didn't get a final response letter within eight weeks. The letter was dated 2 May. It asked Mr A for a copy of the manufacturer's report. He cancelled his policy on about 7 May 2018. He says he didn't receive the final response letter until 8 May.

Mr A brought his complaint to us in October 2018. He sent us a copy of the manufacturer's report, which we sent to the insurer.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He didn't think Aviva had made a mistake.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr A and to Aviva on 11 February 2019. I summarise my findings:

Whilst there is a dispute about exactly what was said on Friday 16 February, I found that Mr A decided to involve the boiler manufacturer rather than to insist on another visit from the insurer's contractor.

I hadn't been persuaded that there was a breakdown or that the insurer was responsible for giving Mr A the service he paid the manufacturer for.

Subject to any further information from Mr A or from Aviva, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct Aviva Insurance Limited to do anything further in response to this complaint.

On behalf of Aviva, the home assistance company says it has nothing to add in response to the provisional decision.

Mr A disagrees with the provisional decision. He says, in summary, that:

- He sent an email to the home assistance company on 10 February 2018. This shows that (a) he and his wife were already unhappy with the service they had received and (b) they had attempted to complain during the call that day.
- The boiler was not delivering hot water at all for extended periods - hours and days. (The contractor witnessed this on their first visit, but not the second and third.) During these times, the boiler was no longer working. He feels that this does meet the criteria for a “breakdown”, as did the insurer and their contractors at the time.
- The service life of a boiler like his is fifteen years. His boiler was eleven years old at the time of the problem. The manufacturer - who would have had a vested interest in selling a new boiler – said verbally that the boiler was in excellent condition.
- A partially blocked secondary heat exchanger would not have resulted in a total failure of hot water, just a (possibly slight) drop in performance. A fully or seriously blocked heat exchanger would have triggered a fault warning and a flashing indicator light, as shown on the manufacturer's Fault-Finding Guide, which he has sent us. No warning light was present. The manufacturer's technician said that the heat exchanger could be causing the water temperature to be slightly lower than ideal, but he felt that the flow switch and diverter were the likely suspects. When labour or call-out costs are high in relation to parts costs - as is the case with this incident - it is a standard technical practice to replace any part that could be at fault while you have the box open. However, the water temperature was acceptable, and Mr A would not have had this repaired if it had not 'come free' with the breakdown fix. All the parts fitted would have been quite cheap if paid for separately - it was the call-out charge that was expensive.
- The cold water strainer that the contractors rinsed is part of the flow sensor that was subsequently found by the manufacturer to be broken. This is an internal part, and cannot be accessed except by a gas-safe certified plumber. It does seem reasonable to suppose that the contractor - who disturbed it and seemed far less than competent - caused the damage.
- Mr A and his wife listed the contractor's actions as they felt that it supported the view that they were not competent to work on the boiler. They ignored the manufacturer's troubleshooting guidelines.
- The substance of the disputed conversation is important.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy covered a leak or breakdown of the boiler or central heating system. A breakdown was defined to mean a sudden and unforeseen malfunction resulting in “*the unit or system no longer working*”.

The policy provided for the insurer to send an engineer to do a repair. It didn't cover routine maintenance. It didn't cover the cost of repairs done by anyone else without the insurer's prior agreement. And it didn't cover sludge or scale in the system. Nor did it cover repairs where the boiler was beyond economic repair (BER).

From the manufacturer's report, the boiler had been installed in 2007.

I have no reason to doubt Mr A's statement that it had been serviced regularly. And I accept his statement that the insurer's contractor questioned this. But he also says the contractor

did a service. So I don't think the contractor or the insurer could then pursue any suggestion of lack of servicing.

In view of its age, I don't think it would've been inappropriate for the insurer's contractor to suggest that Mr A should consider buying a new boiler.

From Aviva's contact notes, I can see that Mr A called on 10 February 2018. I accept that he wasn't happy and asked unsuccessfully to speak to a manager.

His emailed complaint of 17 February didn't complain about the way the insurer handled the earlier call. So I don't find that the insurer said anything inappropriate.

On the second visit, Mr A says the contractor cleaned out the internal condensate trap. He says it should've done this on the first visit. But I don't think he's shown that the contractor didn't clean it twice. And Mr A hasn't shown that this relates to the hot water issue.

Mr A says that on the third visit, the contractor rinsed the cold water strainer. He has recently said that the contractor damaged the flow sensor. But I don't think there's enough evidence of this.

I have no reason to doubt Mr A's statement that on the third visit the contractor caused a trip at his electrical distribution board. But Mr A hasn't said that any harm came of this.

I have no reason to doubt Mr A's statement that on the second and third visits, the contractor declined his or his wife's suggestion that – in line with the manufacturer's fault-finding guide - it should look at the flow switch, diverter valve and control board. But I don't find it unreasonable that the contractor didn't do so as it found the system was providing hot water at those times.

When he filled in our complaint form, Mr A said that the boiler was "*behaving itself*" during the second and third visits.

The insurer's contractor visited three times. It didn't diagnose a fault.

Whilst there is a dispute about exactly what was said on Friday 16 February, I don't think the details make any difference to the outcome. I say this because Mr A decided to involve the boiler manufacturer rather than to insist on another visit from the insurer's contractor. He'd already emailed his complaint and paid the manufacturer up-front when the insurer's contractor rang him the next day.

It wasn't until the manufacturer visited that the hot water issue was resolved. Mr A believes that the manufacturer found that the problem was the flow switch. And I accept his statement that the flow switch is in mains water and cannot be affected by sludge or scale in the radiator circuit.

So I can see why Mr A thinks the insurer should've done sooner what the manufacturer did.

But the hot water fault had been intermittent. And the insurer didn't have to do repairs when there was no breakdown (or leak). And I'm not persuaded that the boiler or system was no longer working. So I'm not persuaded that there had been a breakdown within the meaning of the policy.

From its report, I think the manufacturer replaced the plate heat exchanger, flow switch, flow switch adapter, burner gasket and diverter valve motor.

Even if there had been a breakdown, I wouldn't say the insurer should've replaced all those items, bearing in mind that it didn't have to do repairs when the boiler was BER.

And the first item the manufacturer mentioned in its report was the plate heat exchanger. So I find it likely that the plate heat exchanger was the primary cause or a main cause of the intermittent hot water issue.

The manufacturer noted that Mr A's system had no filter and that the system water was dirty. It said the plate was slightly blocked. I can't think of anything that would block it other than sludge or scale.

The insurer's contractor hadn't identified any problems with dirty system water. But the heat exchanger was only slightly blocked. So I don't find that the insurer's contractor had fallen below a reasonable standard of care and skill. In any event the policy didn't cover sludge and scale. So Mr A would've had to pay to resolve that issue – which is what happened.

I note that Mr A has said that following the manufacturer's visit he paid for additional work to clean the system water and install a system filter.

The engineer's report said the flow switch was suspect and its adapter was broken. Neither Mr A's complaint of 17 February nor the engineer's report of 24 February suggests that the insurer's contractor had broken the adapter -or left the boiler with incorrect settings. So I don't hold the insurer responsible for those issues.

The final response letter should've been sent within eight weeks, by about mid-April. Instead, at around that time, the insurer apologised for the delay and told Mr A of his right to bring his complaint to us.

The final response letter was dated 2 May. Mr A cancelled the policy on 7 May. But he could've cancelled it at any time. And indeed he says he cancelled it the day before he received the final response letter on 8 May. It was October when he contacted us. So I don't think Mr A was prejudiced by the lateness of the final response.

I've not been persuaded that there was a breakdown or that the insurer was responsible for giving Mr A the service he paid the manufacturer for. Overall I don't find it fair and reasonable to direct Aviva to reimburse Mr A what he paid the manufacturer or to refund any of the premium or to pay him compensation.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 28 March 2019.

Christopher Gilbert
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