

## **complaint**

Ms P complains that Aviva Insurance Limited is responsible for poor service under a home emergency insurance policy.

## **background**

Ms P had insurance for her central heating boiler. Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer I include other companies and individuals for whose actions I hold Aviva responsible.

Ms P called her insurer for help with her boiler in September 2017 and January 2018. She complained about what its engineer told her in January but didn't tell her in September.

Our investigator didn't recommend that the complaint should be upheld. He thought that Aviva had acted in line with the cover provided by the policy.

Ms P disagrees with the investigator's opinion. She asks for an ombudsman to review the complaint. She says, in summary, that the engineer should've warned her in September that that corrosion was threatening the boiler. And in January he said he might've missed the corrosion and that the boiler was leaking acid and carbon monoxide.

## **my findings**

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

Someone installed Ms P's boiler in about 2007.

The policy covered repairs to the boiler unless it was beyond economical repair (BER). For a boiler BER and seven years or older, the policy provided a contribution of £200.00 towards the cost of a replacement.

The insurer's engineer repaired the boiler in September 2017. Ms P complains that there must've been corrosion damage at that time. She says that corrosion is a gradual process and corrosion was present in January 2018.

I accept that in January the engineer left Ms P and members of her family with the impression that he should've told her in September that there was corrosion.

But I don't think there's enough evidence that there was corrosion in September that called for the engineer to warn Ms P. I say that because of the relatively small size of the retaining lug which was found to be corroded in January.

Also I find it likely that if the boiler was leaking water in September Ms P and the engineer would've noticed. So I don't think it was leaking water in September. But by January it was leaking water, which I think may have accelerated corrosion in the intervening four months.

In any event, I've thought about what would've happened if the engineer had found a corroding lug in September. And I don't think there was anything the engineer could've done to repair the lug or to prevent further corrosion.

Sooner or later the outcome would've been much the same as it was in January. The lug was irreparable so the boiler was BER, Ms P needed a new boiler and the insurer had to pay £200.00.

That was inconvenient and expensive for Ms P. And I can understand that she was alarmed by the description that the boiler was "*at risk*". But the engineer didn't label it as "*immediately dangerous*". So I don't find that it had been the cause of carbon monoxide poisoning.

From the three call recordings provided by the insurer, I don't find that the insurer said anything inappropriate to Ms P.

I can't say the insurer treated her unfairly by paying Ms P the £200.00.

I don't find it fair and reasonable to order the insurer to pay Ms P any more or to do anything else in response to her complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 19 August 2018.

Christopher Gilbert  
**ombudsman**