

complaint

Mrs D's complaint is about the service provided in relation to a boiler insurance policy with Aviva Insurance Limited.

Aviva uses agents to deal with claims on its behalf, so any reference to Aviva in this decision should be read as including those agents.

background

I issued a provisional decision on this matter in April 2020, part of which is copied below:

"Mrs D's policy with Aviva includes an annual service of the boiler. Aviva's engineer came out to service the boiler on 10 January 2019. After he left, the boiler apparently lost pressure, which suggested there was a leak. Mrs D thinks the engineer did something to cause the leak.

Aviva sent engineers out to try and find the leak. They couldn't find a problem with the boiler and so other contractors came to try and trace the leak on the pipework. Aviva's contractors also damaged the underfloor heating while trying to locate the leak. I understand there were a number of appointments with different contractors before a leak was found and repaired under the kitchen floor. There was also a leak from the boiler, which was repaired. Mrs D is very unhappy with the handling of the matter. She has made a number of submissions, which I've summarised below:

- *Aviva failed to find the leak promptly. The boiler service engineer changed a number of parts on the boiler over the course of five days, before realising this was not the problem. If he had isolated the boiler he would have realised this sooner.*
- *The engineer didn't pick up that there was in fact a leak on the boiler until around three weeks later and then there was a further delay before Aviva repaired this.*
- *There was considerable unnecessary damage to their newly laid floors and walls also due to Aviva's inability to find the leak, which is going to cost around £5,000 to replace as it can't be repaired.*
- *There is a hole in the living room floor which was created after one contractor said that was where the leak was but it wasn't. Then four holes were cut into the kitchen which was only completed 18 months before. Two of these holes were in highly noticeable places but were 1.2m and 2.5 m away from the leak. Another of the holes was made in one of the kitchen cabinets that was over 4m from the actual leak.*
- *A hole was also made in the wall, as the leak could not be found (over 2.5m from the leak). This was also unnecessary damage as the leak should have been more accurately detected.*
- *They were without heating and hot water for 29 days in extremely cold weather (it was frequently below freezing at the time), which was extremely difficult with two young children. They had to use their neighbour's washing facilities. This was because of Aviva's failure to find and repair the leak promptly.*
- *They had to run electric blow heaters, which cost around £4 per day during this time.*
- *She and her husband had to make numerous phone calls, and attend numerous visits which caused disruption and loss of work. Over 15 different representatives from Aviva visited their home in the 29 day period the repairs took and on one occasion having left work early to attend a visit, the contractor didn't turn up. Many of these visits could have been avoided if the work had been done properly.*
- *Although the underfloor heating pipe has been repaired the integrity of the entire*

system has been comprised, as there is now a join in the heating pipe where no join is intended, meaning it is now vulnerable to issues in the future.

Aviva said the leak would not have been caused by its engineer when he carried out the service of the boiler, as he would not have touched the pipes that were leaking (as they are located under the floor). He did top up the pressure on the boiler, and this might have then identified the problem but it would not have caused it. Aviva says it proceeded to try and find the leak because it was not clear initially if this was from the boiler or not but the policy held by Mrs D does not actually cover anything other than the boiler, so it doesn't cover leaks to other parts of the central heating system. The work done to trace this leak and repair it was not therefore covered under the policy and it was not obliged to do this.

Aviva says that the leak was found under the floor in the kitchen. Mrs D had signed a disclaimer agreeing to work being done to access and trace the leak and the access holes in the kitchen were therefore necessary. It was not found from the first holes made and so it came back out and then located it after making further access holes. It accepts that it did initially think the leak was in the living room and a hole was made in the floor there, which was not necessary but it says this was in a chipboard floor under carpet. The contractor offered to go and replace the damaged chipboard.

Aviva did send an assessor to survey Mrs D's property. He said the damaged area of floor could not be repaired. As it is continuous flooring between the kitchen and the hall, the entire hall and kitchen floor would need to be replaced. Aviva therefore says that as the floor can't be repaired it would always have needed to be replaced, even if it had not made the additional holes in the kitchen.

Aviva offered Mrs D £1,200 compensation for the time taken to resolve the leak; the number of visits Mrs D had to accommodate; the damage caused to the living room floor and the underfloor heating; and the trouble this caused Mrs D and her family.

One of our investigators looked into the matter. He thought that the contractors could have taken off the skirting boards in order to lift the floorboards up without cutting them, in order to access the leak. The investigator therefore determined that Aviva should replace the entire flooring.

Aviva doesn't accept the investigator's assessment. It says it is not possible to lift the floorboards in the way suggested by the investigator, even if the skirting boards had been removed. If there had been a door bar between rooms, then the floor in one room could be replaced more easily. It is not always possible to identify immediately where an underfloor leak is coming from. When it did find the leak it had to also make a further hole to allow a replacement section of pipe to be laid. In any case, as the floor would have needed to be replaced, even if only one hole had been made, it is not reasonable to require it to pay for this.

As the investigator was unable to resolve the complaint, it has been passed to me.

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 doesn't actually cover the repair of leaks to any part of the central heating system,

other than the boiler. There is no persuasive evidence that the leak was caused by anything Aviva did when servicing the boiler. The leaking pipe was under the floor and would not have been accessible to the engineer that serviced the boiler. As the leak was not caused by Aviva and is not covered under the policy, it did not need to do the work finding it or repairing it. However, it did so. And it still had a responsibility to do any work (whether covered or not) competently.

It appears that an unnecessary access hole was made in the lounge. However, from the reports provided to me it seems to be agreed that the flooring in this room is chipboard, with carpet over the top. There is apparently no damage to the carpet and only the chipboard below. Aviva's contractor offered to replace this. I've also seen that the surveyor that attended said this would cost £25 to replace.

There were four more access holes made in the kitchen and in one wall. At least two of these were necessary to locate and repair the leak. I have seen no persuasive evidence that they were not necessary or that they could have been avoided. While the other two holes and the hole in the wall were not at the actual location of the leak, Aviva has said it is not always possible to pinpoint the exact location of a leak on the first attempt. I've seen no independent evidence that this was done negligently or that it should and could have been possible to locate the leak on the first attempt in the kitchen.

The investigator suggested the skirting boards should have been removed first. I do not consider Aviva needed to do this but there's also no evidence this would have made any difference. Aviva has said the type of flooring could not have been lifted up floorboard by floorboard in the way the investigator suggests. If it is a 'tongue and groove' fitting, then this would not be possible. Although the investigator thought this was a possibility, there is no evidence this was possible.

There's no clear evidence therefore that Aviva did anything wrong by making those holes in an attempt to find and repair the leak. However, Aviva seems to accept that it should have been possible to avoid some of this damage. But Aviva also says that, even if some of these holes were not necessary, the floor can't be repaired and would have needed to be replaced anyway. Aviva asked a building surveyor to look at the property. This was on the early assumption that the leak had been caused during the service but this is not established, as I have explained above. The surveyor did also say the floor couldn't be repaired and would need to be replaced in its entirety but that doesn't mean that it is Aviva's responsibility to pay for that replacement.

Most policies that do cover water leaks in a central heating system, would not cover making good any access holes. I do not therefore consider there is any reason for Aviva to have to cover the cost of replacement flooring in this case. It found the leak and repaired it (even though it wasn't obliged to) there is no justification for it replacing the entire floor and making good the access holes as well.

However, Mrs D has also made the point that the holes made where the leak actually is are in less prominent locations than the others, so implying they could either tolerate them or patch them up without such difficulty as some of the others. I can see this point.

There were also some avoidable delays in locating the leak under the floor and the leak on the boiler. Not all the consequences of this are due to anything done wrong by Aviva. Mrs D and her family would still have had a period of time without the boiler working and there would still have been some appointments required, even if everything had been done as

quickly as possible. However, I agree that some additional avoidable and unnecessary distress and inconvenience was caused by Aviva's handling of the matter. There were clearly some delays, an appointment that didn't happen, and the repairs could have been resolved sooner than they were. This was clearly a difficult and stressful ordeal for Mrs D and her family.

Having considered all the evidence, I consider the sum of £1,700 to be appropriate compensation for the distress and inconvenience caused by its handling of the matter (to include the £1,200 already paid by Aviva). This is to include the additional time spent dealing with the matter; the damage to the living room floor; that some of the damage to the kitchen floor and wall might have been avoided; the additional time without heating and hot water; cost of running the heaters, among other things.

Finally, Mrs D also says she is concerned about the integrity of the under floor heating following the repair done by Aviva. There is no persuasive evidence that this repair is not sufficient and so I do not intend to make any award in relation to this.

my provisional decision

I intend to uphold this complaint and require Aviva Insurance Limited to pay Mrs D the sum of £1,700 compensation for the distress and inconvenience caused by this matter (to include the £1,200 already paid)."

responses to my provisional decision

I invited both parties to respond to my provisional decision with any further information or comments they want considered.

Mrs D has confirmed that she accepts my provisional decision and has not added anything further.

Aviva has also responded and confirmed it has nothing further to add.

my findings

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

As neither party has provided any further information or arguments, I see no reason to change my provisional decision that Aviva is not responsible for the cost of replacing Mrs D's flooring but should pay her some additional compensation. I remain of the opinion that the sum of £1,700 in total is appropriate compensation to reflect the time she spent dealing with the matter; the damage to the living room floor; that some of the damage to the kitchen floor and wall might have been avoided; the additional time without heating and hot water; and the cost of running the heaters, among other things.

my final decision

I uphold this complaint and require Aviva Insurance Limited to pay Mrs D the sum of £1,700 compensation for the distress and inconvenience caused by its handling of her claim (to include the £1,200 already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 5 June 2020.

Harriet McCarthy
ombudsman