

## **complaint**

Mr C has complained about Aviva Insurance Limited. He isn't happy about the way it replaced his boiler following a claim under his home emergency policy.

## **background**

Mr C had problems with his boiler in November 2018 and it was decided that it needed to be replaced. This was because it was beyond economic repair. Under the policy terms Mr C had to pay for the installation costs of the boiler.

The replacement of Mr C's boiler didn't go smoothly and the new boiler had a leak and lacked pressure. It was decided that the pipework needed replacing and this had to be done above ground which Mr C found unsightly. And when the pipework was done issues still remained.

Aviva went onto agree that a second replacement boiler would be installed. It acknowledged that the new pipework should've been included in the original repair costs (and that there was a problem with the flue). Given all the delays and poor service it agreed to waive the pipework installation costs and to pay £350 compensation.

Mr C complained to this service and our adjudicator looked into his complaint. He accepted that Aviva got a number of things wrong. But he thought that Aviva's offer was fair in the circumstances.

As Mr C didn't agree so the matter has been passed to me for review.

## **my findings**

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 I don't think the complaint should be upheld. I'll explain why.

As it is accepted that Aviva got things wrong when it replaced Mr C's boiler in relation to the quotation and the actual replacement of the boiler I don't propose to rehearse the detail around this again here. I'll simply consider whether Aviva's action and offer of compensation is fair in all the circumstances.

It is clear that Mr C was put to a fair degree of stress and inconvenience in having his boiler replaced on two separate occasions. And he was clearly left without heating for a short period of time.

But Aviva has offered Mr C £350 compensation in acknowledgement of this. And it has agreed to waive the additional costs of the pipework (that should've been within the original replacement installation costs in any event). I think this is a fair amount of compensation in the circumstances and in line with awards this service would generally make.

I can understand why Mr C doesn't want the pipework being visible on the outside of his property. But I haven't been provided with any evidence that this wasn't an appropriate way to fix the problems with the pipework. And Aviva has waived the costs of installation so I think it has acted reasonably here.

So, although I can understand how stressful all this was for Mr C; I think Aviva's offer of £350 compensation is fair.

**my final decision**

It follows that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 May 2019.

Colin Keegan  
**ombudsman**