

## **complaint**

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

## **background**

Mr C had a policy in the name of a home assistance company. It covered his central heating and hot water system. But each claim was subject to payment of a £50.00 excess. And the policy didn't cover shower units at all.

Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer, I include the home emergency company, its engineers and others for whose actions I hold Aviva responsible.

In late January 2019 Mr C called for help with his hot water supply. On 29 January the insurer's engineer said the boiler was working and the fault was with the shower. The engineer also said that the condensate pipe wasn't up to standard and the gas pipe needed more clips.

Mr C complained and the company acknowledged his complaint on 8 February. In late February Mr C bought a new shower at a cost of £60.00 and fitted it himself.

But he still had an issue with intermittent hot water. And on about 20 March the boiler stopped working altogether so he had no heating or hot water. The company replaced ignition electrodes and the spark generator and got the boiler working. On 22 March the company sent its final response.

On 15 April Mr C brought his complaint to us. Later in April the company replaced a sensor. Mr C says he has had no further problems. He made a further complaint that – having paid a £50.00 excess in January – he had to pay a second £50.00 excess in April.

Our investigator didn't recommend that the complaint should be upheld. She didn't think there was a boiler fault in January 2019 or that the engineer was incorrect to suggest that the shower was at fault.

Mr C disagreed with the investigator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- On the original visit the business should've done further investigation not just the check on the boiler.
- He could still be running the old original shower unit.
- The company incorrectly diagnosed his shower as faulty.
- Replacing the shower didn't resolve the issue.
- He is out of pocket for this.

British Gas says it has nothing to add in response to the investigator's opinion.

## **my findings**

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

I haven't been able to listen to the recording of Mr C's call in January. But – however he described the problem then – I find it likely that when the engineer visited, Mr C told him there was a problem with the shower going cold and with intermittent hot water from taps.

Intermittent faults may require a process to check what is working properly and what isn't. The engineer checked the boiler and Mr C hasn't been specific about what further checks the engineer should've done.

Mr C had particularly mentioned the shower going cold. And most showers have thermostats which may stop working properly. So I haven't seen enough technical evidence to persuade me that the engineer fell below a reasonable standard of work by recommending that Mr C should pay for a new shower.

I don't think the policy required the insurer to add insulation or clips where there were none. And Mr C hasn't shown that the engineer was incorrect about the need to add them. So I don't think he did anything wrong by recommending that Mr C should add them.

Mr C didn't replace the shower straight away. He has sent us a copy of an invoice dated 26 February. So I think he installed it in the following day or two. I don't doubt that he was disappointed that it didn't solve his problem. He contacted the company on the 3 March to say he still had problems with hot water. Mr C arranged a further visit for 21 March.

The day before that appointment the boiler stopped providing heat or hot water. The company replaced ignition electrodes and a spark generator. So I think the boiler had stopped firing up. I think that was a new problem. And I would've found it reasonable for the insurer to charge a new excess of £50.00.

I don't think there's enough evidence to say that the company should've replaced the ignition electrodes and spark generator in January. In any event, Mr C reported that there was still a problem with hot water.

After he brought his complaint to us, the company sent an engineer on 19 and 26 April. Mr C complained that he had to pay another excess. But the company refunded him within the eight weeks which – under the rules of the Financial Conduct Authority - it had to respond to that new complaint. So I will say no more about that excess.

The company replaced a turbine and a sensor. And Mr C has reported no further problems. So I can see that he may think that the company should've replaced those items in January instead of recommending that he pay for a new shower.

But I haven't found that the engineer fell below a reasonable standard of work by recommending that Mr C should pay for a new shower. So I don't find it fair and reasonable to direct the insurer to reimburse him or to pay compensation or to do anything further in response to this complaint.

### **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 C to accept or reject my decision before 16 August 2019.

Christopher Gilbert  
**ombudsman**