

## **complaint**

Mrs A is unhappy with the handling of a claim made under her boiler breakdown policy with Aviva Insurance Limited.

Aviva Insurance Limited uses agents to handle claims on its behalf. Any time I refer to Aviva in this decision, it should be taken to include those agents that Mrs A dealt with.

## **background**

Mrs A contacted Aviva on 30 November 2016 as her boiler had stopped working. I understand work had been carried out by her gas supplier, the gas pressure had fallen too low as a result and the boiler had shut itself off. Mrs A says Aviva was reluctant to come out and said it would not be able to service the boiler while there, as it had been noted during the last annual service that there was limited access.

Mrs A says the gas supplier's representative spoke to Aviva and said there was good access to the boiler. Aviva arranged for an engineer to attend on 2 December 2016. Mrs A says he got the boiler working but still refused to service it. He also said that there were some screws missing from the secondary flue. He left a warning note that these needed to be fitted. He couldn't do that as this flue isn't covered by the policy.

On 23 December 2016 Mrs A noticed a damp patch on the downstairs kitchen ceiling and that some of the outside brickwork was wet. Mrs A contacted Aviva and said the boiler had been left unrepaired, un-serviced and as a result, it had caused damage to her property. She says further investigation revealed that the outside brick work of the house was saturated because the filling loop for the boiler had been left open, resulting in water pouring out of the pressure relief/release valve externally. This had then come through and caused damage to the internal ceiling.

I understand that Mrs A continued to have problems with the boiler and it was not working consistently or at all for periods. There were also several more appointments, with apparently different parts needing to be fitted; and also discussion about altering the expansion tank (which was the cause of the access problems). I understand that an engineer came back on 23 January 2017 and diagnosed that a new PCB and harness was needed. He fitted those the next day and the boiler was working but Mrs A says it failed again a few days later. She managed to get it working again and an appointment was booked for 6 February 2017 but no one turned up. An engineer did attend the next day, but Mrs A says he was unprepared for the job, and left without repairing the boiler (although it appears it was working).

Mrs A says she chased Aviva on 14 and 27th February 2017 and then in March 2017 she issued a small claims court application against Aviva for the damage to her ceiling; loss of earnings which she said were because she could not carry out her usual job as a residential carer due to the lack of heating. Mrs A said she was claiming a total to £2,768, including the court fee.

I understand that the claim was dismissed by the court. However, Aviva acknowledged there were delays and a number of appointments and as a gesture of goodwill, it was prepared to offer £1,500 compensation.

Mrs A also says that in late August 2017, she turned the heating on and it failed. She has had further problems since then and attributes it all to the same problems that started in 2016. She wants considerable compensation from Aviva and her boiler to be checked properly.

Aviva doesn't accept that it needs to do anything further. It says the boiler was working in March 2017, the policy expired in April 2017 and so it isn't obliged to carry out an annual service or any further repair works. It says:

- the engineer didn't service the boiler in December 2016, as it had been serviced in April 2016 and the next service wasn't due until a year after that. Mrs A cancelled the policy before the next annual service was due.
- The heating was working when it last attended in March 2017 and Mrs A had the opportunity to revert to it if there were any other problems. There's no evidence any current faults are related to its earlier work. And, as it no longer provides insurance for Mrs A, it can't deal with any new faults with the boiler.
- It has not been proven that a filling loop was left open at all or if it was that it was by its engineers. It was then leaking onto the felt roof outside – it says this should not have entered the property unless there was a problem with the flat roof.
- The offer of £1,500 made as a gesture of goodwill with no admittance of liability is still open.
- The expansion vessel was attached to the boiler system by a flexible hose so it could be moved aside to inspect the boiler, but this required two people.

One of our investigators looked into the matter. He concluded that there was no evidence the damage to Mrs A's home was caused by Aviva. Overall he thought its offer of £1,500 compensation was fair and reasonable.

Mrs A didn't accept the investigator's assessment. She has made a number of points in support of her complaint. I've summarised her main points below:

- she was without heating and hot water from November 2016 to February 2017; and this caused considerable distress and inconvenience, as she's a single parent and cares for vulnerable adults in her home.
- She couldn't have people staying with her during the period the boiler was not working and lost earnings of £1,800 as a result.
- One of the vulnerable adults she cared for became ill and passed away. As she was caring for him so she had to answer questions from social services. This has made her distraught, as she can't help thinking he might not have become ill, if she'd had heating.
- The boiler has been serviced every year since it was installed in 2007 and there has never been a problem accessing it.
- Aviva offered her £1,500 compensation in settlement of her complaint, which is an admittance of liability.
- We can only properly assess the matter, and what Aviva has done, by having an independent engineer inspect her boiler and investigate all aspects of her complaint.
- She was calling Aviva everyday but it wouldn't answer her calls.
- Her direct debit payment for December 2016, was returned unpaid but she doesn't know why. She arranged to make the payment but was told she had to pay the entire remaining premium for the year.
- This should be a "cut and dried" case – her integrity is being questioned and it is unjust.

- A string of Aviva staff turned up just going through the motions, with no intention of doing what was an awkward job. They tried to say there was insufficient space to do the job and then used the "screws in the flue trick".
- Nobody other than Aviva engineers have touched her boiler from the very outset.
- It was Aviva's engineer that confirmed that the valve/filling loop had been left open.
- The representative at Aviva that was originally working on her case has disappeared and she thinks was made to leave over it.

As the investigator was not able 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.

I can see that numerous visits were required to fix Mrs A's boiler over a few months. It appears the boiler was working intermittently, although Mrs A was without heating and hot water for periods of time between 30 November 2016 and March 2017. Aviva accepts that the matter should not have taken so long to resolve. However, it says it carried out repairs and tried to resolve the problems and did what it could. As far as it's concerned, the boiler was working properly in March 2017. Its policy ended in April 2017 and it had no responsibility to do anything else after that.

Mrs A has provided a report dated September 2017, which says the boiler was serviced and the heating and hot water programmer was reset and it was working. Apparently the heating programmes had been turned off but Mrs A says she did not do that. Mrs A says he also found that there was a leaking valve, which the engineer came back to fix in October 2017.

Mrs A is convinced that these issues were linked to the previous problems with the boiler and if Aviva had dealt with it properly in the first place, would not have happened. The invoice Mrs A has provided from October 2017, does not state why the valve needed replacing. I can't therefore conclude that Aviva is responsible for this; its policy ended six months prior to this.

There's also no convincing evidence that the water damage to Mrs A's property is due to the boiler and that it was due to anything Aviva did wrong. Mrs A says that Aviva's assessor confirmed this but I can't see that this has been confirmed. Aviva's file does record that the filling loop had been left open and was resulting in water being discharged externally. But the notes also say that the water was falling onto the flat roof, which should not have then allowed water ingress into the property (and therefore cause damage to the ceiling). Even if I accept that the filling loop was left open by one of Aviva's engineers (which is not proven) there's no convincing evidence that the damage to the ceiling was solely caused by this. I am not satisfied that there's enough evidence for me to direct Aviva to reimburse Mrs A for the costs of repairing her ceiling.

Mrs A also says she has lost earnings of around £1,800, as a result of not having heating for several weeks. She has provided an email from her employer confirming that she would normally have been able to offer respite care for around 18 days over that period but couldn't do due to the problems with her central heating. However, I note the email says the problems with the heating were from early November 2016 and so suggests this is why Mrs A didn't have any work in November 2016. But the problems with the boiler didn't start until the end of November 2016. It is also clear from the evidence she has provided of her

earnings, that Mrs A's employment as a carer was varied; some months she provided more care than others. There's no evidence that Mrs A was asked to provide residential care during this period and had to refuse due to the problem with the heating. In addition to claiming loss of earnings for this period, Mrs A says that one of her care receivers became ill, and subsequently passed away, perhaps due to the lack of heating. Given that Mrs A's employer has said she did not provide respite care during this period, I don't consider I can take this any further.

Having taken everything into account, I do not consider that I can reasonably require Aviva to increase its offer of compensation. Its offer of £1,500 is significant. Even if I accepted that Aviva caused all of the issues in the entire period between November 2016 and mid-March 2017, this would be reasonable compensation and in line with awards made for similar situations. I say this because it does appear the boiler was working for periods during this time. I don't therefore intend to ask it to do anything else.

### **my final decision**

I don't uphold this complaint against Aviva Insurance Limited. If Mrs A wishes to accept its offer of £1,500, she should confirm acceptance of this decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 30 April 2018.

Harriet McCarthy  
**ombudsman**