

complaint

Mr C's complaint is about the handling of a claim under a central heating insurance policy with Aviva Insurance Limited.

Aviva uses agents to handle claims and complaints on its behalf. Any reference to Aviva in this decision should be read as including anything said and done by those agents on its behalf.

background

On 20 December 2018, Mr C called Aviva to report that his boiler was making noises. Aviva sent an engineer out the same day but found no faults with the boiler. The engineer apparently asked Mr C to monitor the situation and take a recording if the noises happened again.

On 4 January 2019, Mr C called Aviva again to say the boiler was switching itself off and a fault code was now showing. I understand Mr C was able to reset the boiler but the radiators were still not heating up. Aviva sent another engineer out the next day, having apparently confirmed in the meantime that Mr C could use an immersion heater for hot water. The engineer stripped down the boiler, cleaned it and got it working again. However, Mr C called Aviva again on 15 January 2019 to say the same problem was happening again. Mr C asked for an appointment the same day and told Aviva his wife has medical conditions affected by the cold. Aviva said an engineer would call him that day which didn't happen. The engineer went out the next day and fitted a new pump.

However, on 18 January 2019, Mr C reported that the boiler had failed yet again. An engineer went out on 19 January 2019 and said the boiler was overheating and the boiler was marked as being 'at risk'. Aviva returned on 21 January and said the system was full of debris. Its engineer apparently took a water sample, which was sent for analysis. I understand some temporary heaters were delivered to Mr C a couple of days later.

Mr C was told on 29 January 2019 that the results of the water analysis showed there was sludge in the central heating system and a power flush was required. Aviva considers this to be normal maintenance work so the cost of this would not be covered under the policy, and the cover under the policy would be suspended until this was done.

I understand Mr C had the power flush carried out. There is a note on Aviva's file that Mr C told it the boiler and central heating were now working but still not to full capacity.

Mr C is not happy with the handling of the claim. He says he and his family (including three young children and elderly parents) were left without heating or hot water for some time, in freezing cold weather and were ill as a result. They also suffered considerable disruption with numerous attendances and having to chase Aviva up for updates. Mr C considers that some compensation is warranted.

Aviva accepted that it could have resolved the problem with the boiler sooner and that Mr C was not kept informed, including regarding the appointments on 15 January 2019. It offered £220 compensation for this.

One of our investigators looked into the matter and recommended that the compensation be increased to £500, as Mr C and his family were without heating and hot water for longer than

required, in particular due to the time taken to get the water analysis done and tell him the results of that.

Mr C accepted the investigator's assessment but Aviva does not. Aviva says that Mr C's boiler was working for most of the time until the period between it taking the water sample on and getting those results back. It therefore considers the compensation recommended to be excessive.

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 excludes cover for issues caused by sludge or scale in the heating system and also does not cover any work required to remove sludge and scale to prevent future damage. There is no independent evidence that this diagnosis was not correct and it does appear that the power flush has resolved the issues with the boiler, albeit Mr C says its still not operating to full capacity. However, it took from 20 December 2018 to 29 January 2019 for Aviva to reach the conclusion that the problems were caused by sludge in the system.

It may be that a new pump would have been needed in any event but, even taking that into account, there has been no proper explanation as to why it took over five weeks to resolve what essentially turned out to be a straightforward issue with the boiler.

Aviva says that £220 compensation is adequate to reflect the trouble this caused but I do not agree. I agree with the investigator that some additional compensation is warranted. Even though the boiler was working intermittently during this time, it was not working at all for around 12 days, mainly while waiting for the results of the water sample test. This meant Mr C and his large family, including young children and elderly parent, were without heating and hot water in extremely cold temperatures. This would have caused a great deal of inconvenience for them all. In addition, there were at least five attendances, which were not all necessary and the distress at the problem recurring and having to keep calling Aviva out again. Having taken everything into account, I consider that the sum of £550 (a little more than the investigator recommended) is appropriate to reflect the distress and inconvenience caused by Aviva's handling of this matter.

my final decision

I uphold this complaint against Aviva Insurance Limited and require it to pay Mr C the sum of £550 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 30 October 2020.

Harriet McCarthy
ombudsman