

## **The complaint**

Mr M has complained about how Aviva Insurance Limited (Aviva) dealt with a claim under a home emergency policy.

## **What happened**

Mr M contacted Aviva to send an engineer to deal with a leak. An engineer visited and drained the tank down to a safe level and left. However, the tank leaked again, so another engineer visited the following day. He also removed a copper tank from the property.

Mr M complained to Aviva. He said the first engineer asked Mr M to help him with the tank, which had affected his health. The second engineer had also visited on his own and then had to call another engineer to help him. When Aviva replied, it said the works weren't correctly completed during the first visit and the policy said Aviva would provide a full service. It offered £300 compensation. It also said that the health issues might be better dealt with as a personal injury claim and suggested Mr M seek legal advice, including about how to present a claim to Aviva.

When Mr M complained to this service. Our investigator said he thought the way Aviva has responded to the complaint was fair in the circumstances. Following this, Mr M raised some points he didn't think had been properly addressed in his complaint. So, our investigator discussed these with Aviva. Following this, Aviva offered £108 as the scrap value for the copper tank that was removed. Aviva also confirmed that it wouldn't remove a wooden frame from the loft as that would be considered private work. It said it didn't have reason to think it was unsafe to leave it there, as it was safe when it had a tank on it and that had now been removed.

As Mr M didn't agree this fairly addressed his complaint, it was referred to me.

## **What I've decided – and why**

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

When Aviva responded to the complaint, it accepted that the policy covered providing a full service under the policy. It recognised the impact on Mr M of an engineer asking for his help when it offered £300 compensation. It also suggested a route to raise a claim against Aviva because of the health issues he had raised. I've also looked at the medical documents Mr M provided to this service. I can see he has a range of medical issues, but didn't see anything that was specifically noted to be the result of Aviva's visits. In my view, the way Aviva responded to this part of the complaint was reasonable and addressed the issues raised. It recognised the impact on Mr M of how the visits were dealt with and also outlined a further option if Mr M decided there was a more significant medical impact that needed to be addressed.

Mr M was also concerned about other aspects of how the claim was dealt with. An engineer removed the copper cylinder from Mr M's loft. Aviva has now confirmed the engineer

shouldn't have done this, as its disposal company should do this. While the complaint was with this service, Aviva offered Mr M the scrap metal value of the copper. It explained this was between £3.50 and £6 per kilogram and an average cylinder weighed 15 to 18 kilos. I don't have any expertise on how copper is valued, but based on looking at information online these figures appear to be reasonable. I also note that Aviva made its offer based on the upper end of these figures. So, it assumed the higher cost of copper and the upper end of the cylinder weight. Mr M has said he had been told the copper would be worth considerably more than this, at around £600-£700, if he sold it himself. However, I haven't seen evidence to show the copper was worth the amount Mr M thought he could have sold it for. So, I think the amount Aviva offered was reasonable and that it should pay Mr M this amount.

Mr M was also concerned about the amount of time it took to remove the remaining tanks from his loft and that it didn't remove the wooden frame. I'm mindful that the copper tank shouldn't have been removed when it was, as it should have remained in the loft until arrangements could be made for the waste to be removed. However, Aviva looked at why the old tanks weren't removed at the time of the engineer visits. It explained to this service that although the copper cylinder could be removed through the loft opening, the old tanks needed to be fully drained and cut up and couldn't be removed until this happened. So, from what I can see, for practical reasons, the old tanks remained in the loft for longer. I can understand Mr M would have liked this to happen sooner, but I don't consider Aviva's actions unreasonable.

In terms of the wooden frame, Aviva issued a separate response to Mr M about this part of his complaint. It said it was unable to remove the wooden frame as this would require a carpenter, which would be private work not covered by the policy. It said a plumber wouldn't be able to determine if any of the frame was structural. It also said it didn't consider it to be unsafe to leave the wooden frame in the loft. The frame previously supported a water tank, which had now been removed. Aviva has also explained to this service that the policy is designed to deal with plumbing and a wooden frame isn't part of the plumbing. In the circumstances, I think it was reasonable that Aviva didn't remove the wooden frame, as I can't see that it was required to remove it under the policy.

I'm aware Mr M was also concerned about issues such as damage to his ceiling and some copper piping that was removed. He would need to raise these with Aviva so it can consider these points. I'm unable to comment on them.

### **Putting things right**

Aviva should pay £108 for the copper and the £300 compensation it offered, if it hasn't already paid it.

**My final decision**

Aviva Insurance Limited has already made an offer to pay £300 compensation and £108 for the copper to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Aviva Insurance Limited should pay a total of £408 if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 January 2024.

Louise O'Sullivan  
**Ombudsman**