

The complaint

Mrs G's representative has complained about Aviva Insurance Limited. She isn't happy about the way it dealt with a claim under her home emergency insurance policy.

What happened

Mrs G made a claim under her home emergency policy in January 2018. At the time she was advised that she required a powerflush in order for the policy to continue. She got Aviva's representative to complete the powerflush, which wasn't part of the policy. But when Mrs G made a further claim in July 2019 Aviva turned down her claim. It said that it wasn't able to find the required part through its authorised agents as the part was obsolete and hadn't been made for a few years.

As Mrs G wasn't happy about this she complained to Aviva and then this service. Our investigator looked into things for her and partly upheld the complaint. He accepted that Aviva had acted fairly and in line with the policy in turning down the claim and treating her boiler as if it was beyond economical repair (BER) and offering £200 towards the repair or a replacement boiler. But he thought that the cost of the powerflush should be refunded. This was because Mrs G had provided evidence from her own engineer that suggested the powerflush wasn't performed correctly.

Aviva didn't agree. It said it wasn't responsible for the powerflush, as that was a private arrangement between Mrs G and the provider of the powerflush. And as this wasn't part of the contract it shouldn't be held responsible. So, the matter has been passed to me for review.

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.

I don't propose to go over all the details about this complaint as they are well known to both sides. I've looked at whether Aviva acted fairly in declining the claim and I think it did. I know this will come as a disappointment to Mrs G and her representative. But I do agree that Mrs G should be refunded the cost of the powerflush, I'll explain why.

I know Mrs G's representative feels that he could get the part through other means. But I wouldn't expect Aviva to try and get parts outside of its normal network. Plus, I accept that there could be risks in relation to the quality of the parts when purchased outside of its reputable network. And as the particular part that was required had stopped being made a few years before I can't say Aviva has acted unreasonably here.

Turning to the issue of the powerflush I can understand Aviva's position. It has accepted that there is a stipulation in the policy that a powerflush was compulsory under the terms if the consumer wanted to continue with the policy. But it highlights that it was Mrs G's decision and she wasn't obliged to complete the procedure through its engineers.

However, it is debatable whether the powerflush was completed to a sufficient standard. I have looked at the photos of the piping and statement provided by Mrs G's engineer which clearly places doubt on the quality and effectiveness of the powerflush. And, importantly, I haven't been provided with any evidence to say that Mrs G was given clear advice about her position and the possibility that the powerflush may not be successful. And that there were likely to be problems with Mrs G's boiler given its age.

I say this as Mrs G's boiler was nearly 20 years old at that time and had Mrs G been clearly advised about this she may have chosen to replace her boiler at that stage, especially as the cost of the powerflush was significant. And I would've expected Mrs G to have been advised about the chances of the powerflush being unsuccessful or limited because of the age of the boiler and the system generally.

Given all of this and the fact that Mrs G had to have the powerflush to carry on with the policy. I think the fair and reasonable thing to do, in the particular circumstances of this case, is for Aviva to refund the cost of the powerflush. And even if the powerflush was undertaken by another company I think this would still be the fair thing to do. I say this as I think Aviva should've advised Mrs G that her boiler was most likely coming to the end of its economical life. And about the possible limitations of a powerflush so that Mrs G could've made an informed choice about this and whether she should have the powerflush; whether she should get a new boiler; or whether she wanted to continue with the policy.

My final decision

It follows, for the reasons given above, that I think this complaint should be partly upheld. I require Aviva Insurance Limited to refund Mrs G the cost of the powerflush plus 8% simple interest from the time of payment until the date of settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 12 April 2021.

Colin Keegan
Ombudsman