

The complaint

Mr D complains that Aviva Insurance Limited mis-sold him a home emergency insurance policy covering his heating system.

All references to Aviva include the agents it has appointed to handle claims.

What happened

Mr D bought a home emergency insurance policy online in December 2017. The policy included a boiler health check and an annual gas boiler service, which an engineer attended to complete in January 2018.

Following some confusion about whether Mr D would have to pay for an annual gas boiler service in February 2019, an engineer attended at Mr D's property and said he couldn't access the boiler because it was in a cupboard. Mr D says the engineer told him the boiler hadn't been serviced the previous year either – it had only been inspected.

Unhappy, Mr D complained to Aviva, saying his policy had been mis-sold to him and asking for his premiums to be refunded.

Aviva said it wouldn't be refunding any premiums to Mr D, so he brought his complaint to our service.

Our investigator didn't think Aviva had mis-sold the policy. Mr D didn't agree, so the complaint has been passed to me to decide.

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.

The terms and conditions of Mr D's home emergency insurance policy clearly state that Mr D's agreement has two separate parts. The policy says the boiler health check and annual gas boiler service are *not* provided by Aviva – they are provided by a different company, under a separate contract.

Although Mr D pays his insurance premiums to Aviva, this doesn't mean Aviva is legally responsible for everything Mr D is complaining about. Aviva didn't appoint a contractor to maintain Mr D's boiler. Instead, a different business which is regulated by the Financial Conduct Authority in its own right, is responsible for carrying out the boiler health check and annual gas boiler service.

When making this decision, I can only comment on matters which Aviva is responsible for – and that's the sale of Mr D's policy – not the provision of the boiler health check or annual gas boiler service.

When selling this policy, Aviva had a responsibility to make sure Mr D was provided with information that was clear, fair and not misleading, to enable him to make an informed choice about whether to buy the policy.

I've reviewed the sales journey Mr D would have followed when buying the policy online. I can see Mr D would have been asked to confirm some assumptions about the type of boiler he had, to make sure cover could be provided.

The sales process goes on to outline the key features of the insurance cover, as well as the significant policy exclusions, before referring customers to the policy documentation for full details of what is and isn't covered.

I'm satisfied, based on the information I've seen, that Aviva sold this policy correctly.

I understand Mr D was subsequently unhappy with how the boiler health check and annual gas boiler service were carried out, but this doesn't mean the policy was mis-sold to him.

While Mr D's insurance policy excludes cover for boilers where it's not possible for an engineer to work on it safely and/or it is impractical to access it, I don't think this means Mr D could never benefit from the policy. Aviva hasn't refused to accept cover for the boiler – Mr D just needs to arrange for access to be made to the boiler before an engineer can work on it.

Mr D has had the benefit of cover while the policy has been in force, regardless of whether any successful claims have been made, so it wouldn't be fair or reasonable to ask Aviva to refund any premiums to him. The likelihood of any future claims being accepted or declined isn't relevant to whether I think the policy has been sold correctly.

I'm sorry to disappoint Mr D but I won't be directing Aviva to do anything further.

My final decision

My final decision is that I don't uphold Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 1 September 2020.

Leah Nagle
Ombudsman