

The complaint

Mrs H complains that Aviva Insurance Limited removed boiler cover from her home emergency policy without notice.

What happened

Mrs H says she took out her policy with the AA in 2010 and did so mostly for the boiler cover it provided. Mrs H is a landlord and the policy provides cover for several flats.

Mrs H says she used the service up until January 2021, when the boiler in her flat stopped working. At this point she was told that she didn't have boiler cover. She says Aviva told her it took over the policy from the AA in 2018, but that boiler cover was not included.

Mrs H says that she did not receive a letter informing her of the change. And she subsequently discovered that Aviva had been writing to an old address. Mrs H asked for a copy of the letter informing her of the change to her policy. Aviva was unable to provide a copy. She says she had to pay to get the boiler fixed and because the policy doesn't cover boilers, she would like a refund of all premiums paid since 2018 when Aviva took over.

Aviva confirms that the policy migrated to its provision in October 2018. It says the AA will have notified Mrs H of any changes and given her the option of accepting the migration. It says the correspondence address it had for her was confirmed by the AA. It sent all correspondence here. Mrs H says she moved to her current address in 2016 and has not received any information from Aviva.

Aviva says it has now updated Mrs H's address but it's not upholding her complaint as it's not at fault for any errors.

Our investigator decided not to uphold the complaint. She concluded Aviva had used the address it understood to be correct. She didn't think it was at fault for the records not being updated or that it had changed the cover to remove the boiler aspect.

Mrs H disagreed with the outcome. 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.

I have decided not to uphold Mrs H's complaint. My reasoning for doing so is broadly the same as our investigator. I appreciate this will be disappointing for Mrs H, but I will explain why I think this is fair.

It is clear Aviva had been corresponding with Mrs H using an old address. This is where the renewal letters, dated in October 2019 and 2020, were sent. As above Mrs H confirms this is not her current address.

From discussion with our investigator, Mrs H said she thought she contacted Aviva in 2019

to inform it of her new address. However, later realised she had contacted the AA to do this in 2016. I don't dispute Mrs H's recollection, but I do not have information that shows contact was made to update her address details.

We asked Aviva to provide a copy of the letter that was sent to Mrs H, informing her the policy was migrating to its provision, and of any changes to the policy. It confirms the migration letter was sent by the AA and although attempts were made to obtain this, it was not able to get a copy. Aviva says that Mrs H's policy has never included boiler cover. And says it's unable to comment further on cover she believes she had with the AA.

I note from the 2019 and 2020 renewal documents, within the exclusions section, it says, "*Loss of heating and/or hot water*" are not covered. Aviva hasn't been able to provide a copy of the 2018 policy document for me to consider. However, from the information that is available, I'm satisfied boiler cover wasn't included with Aviva's policy.

Aviva supplied screenshots of its records showing when correspondence was issued. This shows documents were sent out on the renewal date at the same time each year, which was in October. There are no other entries in-between these dates, to indicate changes occurred mid-term.

No policy documentation or other information that shows boiler cover was in place, either with Aviva or with the AA has been provided. I asked our investigator to query this with Mrs H to understand if she has any documentation that indicates this was in place. But we haven't received a response. I don't doubt that Mrs H thought this cover was in place at one time. However, I haven't seen information to demonstrate this.

I understand Mrs H has benefitted from the policy with Aviva, as she made claims in 2019 and 2020. However, I appreciate she will still be disappointed that the more recent claim, that involved her boiler, was not covered.

Based on the above, I can't reasonably say that Aviva acted unfairly, in relying on the terms of the policy, which doesn't include boiler cover. In addition, I don't think it's been shown that the company is at fault for the address it had on its records being outdated. These records were based on the information received from the AA. I can't fairly say that Aviva behaved unreasonably in accepting this information to be accurate.

On a final point, Mrs H indicates she was not happy with the time taken for Aviva to respond to her complaint. Handling complaints is not a regulated activity in itself. Whilst I'm sorry to hear Mrs H is unhappy with the time taken to obtain a response through Aviva's complaints process, I can't consider this point.

In considering all of this, I don't think Aviva has behaved unfairly, and so cannot reasonably ask it to do any more to resolve this complaint.

My final decision

My final decision is that I do not uphold Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 20 October 2021.

Mike Waldron
Ombudsman