

## **The complaint**

Mr N complains about Aviva Insurance Limited (Aviva) who declined his claim, under his home emergency insurance.

## **What happened**

Mr N's boiler broke down. He attempted to repair it by isolating the remote-control system, putting it into manual and managed to restart the boiler. He said that the repair had cost him £60.

The next day he contacted Aviva and made a claim. It sent an engineer who found that the boiler had been incorrectly re-wired into the fuse-spur. The engineer told Mr N that he was unable to complete a repair on the boiler as the policy didn't cover any work that had been carried out by the customer or third-party and not pre-authorized by Aviva.

Mr N raised a complaint to Aviva. Who maintained that the cover excluded any attempted repairs carried out by either the customer or third party not authorised by Aviva. Aviva declined to reimburse Mr N's cost of £60 that he paid to repair his boiler.

Unhappy with this outcome, Mr N referred his complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. She said that the policy terms didn't cover work carried out by anyone who hadn't been pre-authorized by Aviva. As Mr N had accepted that he had carried out the work (because he wanted the heating on all the time and is elderly) he chose to repair the boiler. Her view was that she didn't think Aviva had been unfair in declining his claim.

Aviva accepted the view. Mr N did not. He requested a decision from an ombudsman.

## **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.

Having done so, I won't uphold this complaint. I understand that Mr N will be disappointed with this outcome, but I hope my findings go some way in explaining why I've reached this decision.

Mr N's policy provided cover for boiler breakdowns as well as an annual service. On an unlimited claims basis. The cover also provided for the supply of temporary heaters if they were needed and stipulated that a claim should be made as soon as a customer was aware of the fault.

Mr N said that his boiler had broken down and he had lost heat in his home. He accepted that he had attempted to repair the boiler by isolating the remote-control system, putting it

into manual, which made the boiler work again. He said that he carried out the repair due to him being elderly and needing the heating on.

Although I understand why Mr N wanted to get the boiler repaired as soon as possible, this meant that he didn't report the fault with his boiler as soon as he had become aware of it. As he was required to do under the policy terms.

I note that the policy had a 24-hour claims line operating every day of the year and allowed for the supply of temporary heaters. So, because of this, I don't think it was reasonable for Mr N to have attempted the repairs himself, as Aviva's obligations under the policy, was to resolve the fault in as shortest time possible, had it been allowed to do.

Additionally, the policy exclusions made it clear that any work (or attempted repair) carried out by a customer or third-party was excluded from cover and any associated costs incurred wouldn't be reimbursed by Aviva, unless those costs had been pre-authorized by Aviva:

*'h) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this policy, which does not comply with British Standards.  
i) the costs of any work carried out by you or persons not authorised by us in advance.'*

Aviva said that it couldn't complete the repair of the boiler, due to the incorrect wiring its engineer found. I'm satisfied that the terms of the policy do not cover this. Aviva has confirmed that if Mr N were to get the wiring issue resolved, it will send an engineer to carry out the repair of the boiler, which I think is a reasonable resolution.

Accordingly, I think Aviva was reasonable when it declined Mr N's claim and I can't fairly ask Aviva to do anything more to resolve this complaint.

### **My final decision**

For the reasons I explained, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 24 November 2021.

Ayisha Savage  
**Ombudsman**