

The complaint

Mr P complains about Aviva Insurance Limited's handling of his claim about his boiler under his home emergency policy.

What happened

In April 2021 Mr P had his boiler serviced. The engineer identified a problem with the boiler and carried out some repairs. This work was covered by his home emergency policy. Mr P says the boiler was working prior to the engineer's visit, but afterwards it wasn't. He was told his boiler had been declared beyond economical repair (BER) because a part that needed replacing was obsolete. Mr P thinks the engineer broke his boiler.

Aviva says its engineer replaced the gas valve and a fuse and noticed a further problem with the primary circuit board (PCB). This was replaced but an electrical wire was also needed, and this was found to be obsolete. Aviva says it only uses components sourced from reputable suppliers, and it was confirmed this part was no longer available. Because of this its engineer couldn't repair the boiler and it was declared BER.

Mr P is unhappy as he says the engineer told him the boiler was "*working perfectly fine*". He thinks the engineer should have had all the necessary parts available before attempting the repair. Having raised his concerns, he says he was promised a call back within 24 to 48 hours. But this didn't happen.

Aviva says it couldn't verify what was promised regarding the call back or what was orally discussed with the engineer. It acknowledges that Mr P's elderly parents were impacted by the lack of hot water and heating. It paid £150 in compensation to acknowledge this and for the delay in confirming the boiler was BER.

The business says its engineer won't have known further parts were required until he started repairing the boiler. It says even if he waited to see if an electrical wire was available, before attempting the repair, the outcome would be the same. This is because the electrical wire was still needed, and this part was no longer available. Aviva says it paid £200 to Mr P as a contribution toward a new boiler, as required by its policy terms.

Mr P wasn't happy with this outcome and referred his complaint to our service. Our investigator didn't uphold his complaint. He thought the records provided by Aviva showed the engineer wasn't at fault that the boiler was deemed to be BER. He felt it was fair for the business to pay £150 in compensation. And that the £200 contribution toward a new boiler was reasonable in the circumstances and in line with the policy terms.

Mr P disagreed and asked an ombudsman to review his complaint. It 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.

As well as his concerns with the repair of his boiler Mr P has also raised issues with how his complaint was handled. This has been responded to separately. So, I won't be considering this here.

The terms of Mr P's policy provide cover for faults with his boiler. The terms say:

"Policy Coverage

Obsolete parts: We use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. Please refer to obsolete parts section for details of what we will do in these situations.

In this event we will deem that we can no longer offer you gas boiler breakdown cover and will make a contribution of £200 towards the cost of a new boiler."

From the records provided by Aviva it checked the availability of the required electrical wire with its approved suppliers. As the part was no longer produced it's reasonable that it confirmed this to Mr P and advised the repair wasn't possible and his boiler was deemed BER.

Mr P says the part in question is available by looking online. I don't dispute this. But Aviva says it only uses components sourced from reputable suppliers. It says the boiler manufacturer confirms this part is obsolete. Although I acknowledge Mr P's comments, I don't think Aviva acted unreasonably in deciding the boiler was BER when it had confirmation from the manufacturer that this part was obsolete, and it couldn't be obtained through its established suppliers.

Mr P has since confirmed he paid for a new boiler to be installed as opposed to the old one being repaired. The indication being that a repair wasn't possible.

I have thought about Mr P's view that the engineer broke his boiler as it was working before he touched it.

Aviva says its not always possible to immediately identify the root cause of a fault. It says that when a part is replaced this can expose a weakness with another part, which may also need replacing. It refers to its engineers applying a process of elimination approach to identify where a fault lies.

I'm not an engineer and must rely on the expert opinion provided. From the records the engineer did identify a fault when servicing the boiler. This initially involved replacing the gas valve, but further issues were then revealed. Aviva says it has a duty of care to try and rectify a fault if this is covered by its policy terms. Based on the records I think Aviva's engineer acted reasonably to try and fix the fault he identified.

I acknowledge Mr P's comments that his boiler was working before the engineer visited. But this doesn't mean a fault wasn't present that required fixing. I think the evidence is persuasive that a fault was identified with the boiler, and Aviva's engineer acted appropriately to try and fix it. Mr P hasn't provided evidence that confirms otherwise.

I have also thought about Mr P's view that the engineer shouldn't have attempted the repair unless he had all the parts needed for the job.

I acknowledge Aviva's comments that it isn't always possible to know what components will be needed before a repair is attempted. As above a process of elimination approach is used. In this case the records show that after the valve was replaced, the engineer found the PCB also needed replacing. It then came to light that the electrical wire, now confirmed to be obsolete, was also faulty.

I acknowledge Mr P's point. But even if the engineer had waited to see if the electrical wire could be obtained before attempting a repair, the likelihood is that this component would still be needed, and the repair wouldn't be possible.

I understand this was a difficult time for Mr P and his family, given they had no heating or hot water while the boiler wasn't working. I sympathise that he's had to pay for a new boiler to be fitted. But I don't think he's shown that a fault wasn't present with his boiler, or that the engineer acted unreasonably when attempting to carry out a repair.

Having considered all of this I think Aviva acted fairly in paying £150 compensation for the four days it took to respond to Mr P and confirm the boiler was BER. I also think it acted fairly and in line with the policy terms when providing a £200 contribution toward a new boiler. Because of this I can't reasonably ask it to do any more to resolve Mr P's complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 14 February 2022.

Mike Waldron
Ombudsman