

The complaint

Mr H complains as an Executor of the estate of Mrs H about Aviva Insurance Limited's ("Aviva") decision to decline a claim under the late Mrs H's home emergency insurance.

What happened

Mr H says a radiator at the late Mrs H's home developed a leak so he contacted Aviva who stopped the leak but explained there was residual sludge present in the system so the whole system would need to be flushed before they could replace the radiator. Mr H says Aviva suspended the part of the policy which covered the boiler until this remedial work had been carried out. The remedial work was carried out, which included replacing the radiator, at a cost of £1,043.88. Mr H says, while arranging the remedial work, Aviva suspended the whole policy. The late Mrs H complained to Aviva for not meeting the claim.

Aviva responded and explained they'd notified the late Mrs H of the remedial work that needed to be completed privately. So, they didn't uphold the complaint.

Our investigator looked into things for the estate of Mrs H. He thought Aviva should cover the cost of replacing the radiator and recommended they pay £350. Aviva disagreed so the matter has come to me for a decision.

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've decided to uphold the complaint. And, I think the investigator's recommendation is a fair way to resolve matters.

My starting point is the late Mrs H's Gas Central Heating Breakdown Cover. The terms and conditions set out examples of claims covered and includes replacement of a leaking radiator. It goes further to discuss issues not covered and includes "*sludge/scale/rust within the system or damage caused by any other chemical composition of the water...*" Aviva say, following a visit by an engineer, the radiator in question needed to be replaced. Aviva say this was the fourth radiator which had been claimed for under the policy so they felt there must be an underlying issue which was causing the issue with the radiators. Aviva say they believed that a possible cause for this was contaminated water in the system.

Given the nature of the claims, I don't think it was unreasonable for Aviva to investigate this further. Aviva obtained a sample of the system water which was sent for analysis. The system check report noted a "*Risk of failure from debris*" and recommended action to remedy this. Aviva felt the debris in the water was the "*probable*" cause of the issue with the radiators. Aviva say a procedure called 'powerflush' is required and, as this is deemed to be remedial/maintenance work, this procedure isn't covered by the policy.

The late Mrs H then arranged for an engineer to carry out the work. I've seen the engineer's report and this shows the issues identified and the action taken. The report says the electrode gasket set was in very poor condition and the condense sump was full of debris – which was unlikely to be a few months' worth. The report says the original system filter was “...*poorly sited and impossible to clean properly*...” The engineer resolved this by installing a new Twin Tech filter in the airing cupboard. I note the system check report recommends a powerflush, but I can't see this was carried out. The engineer's report does refer to them adding a double dose of chemical to the system, but their report and invoice hasn't described this as a powerflush process or described it in a way which is consistent with the recommendation of remedial work set out in the system check report.

So, I don't believe a powerflush was carried out. That said, it's clear other work was carried out and was necessary to resolve the issues with the heating system. So, I don't think it's unreasonable for the late Mrs H to have been responsible for the costs associated with any remedial works as the policy doesn't specifically refer to this being covered. But, I don't believe it's fair for Aviva to decline the claim for a replacement radiator. I say this for a number of reasons. Firstly, Aviva refer to the debris in the water as being the probable cause of the issue with the radiator. The engineer's report does refer to the presence of debris but it's clear from their report and invoice, this wasn't the only issue. And this, combined with the fact that a powerflush wasn't carried out, persuades me that debris in the water wasn't the most probable cause of the issue with the radiator. I accept it might've been a contributory factor, but the remedial work carried out demonstrates it wasn't the only factor.

The terms and conditions of the policy sets out the cover definition for the boiler and central heating system. This includes any fitted components for the boiler so I don't think it's unreasonable to conclude this would include the system filter. The engineer instructed by the late Mrs H felt the issue was with the filter and their report and invoice shows this was replaced. While there does appear to be a difference in opinion between Aviva and the engineer in terms of what remedial work was required, I'm persuaded by the latter's opinion as they carried out the remedial work and I can't see there have since been any further similar problems with the radiators.

Filters are generally responsible for extracting any debris from the water flowing through the pipes and help prevent problems to a heating system. In this case, the engineer clearly felt there was a problem with the filter which is why it was changed. I note Aviva say it's a customer's responsibility to maintain their property and keep their central heating system in good condition. But, the engineer says the filter was poorly sited, impossible to clean properly and half full – so I don't think it's reasonable to hold the late Mrs H responsible for this. I've seen no evidence that she was responsible for the filter being located where it was, and the engineer's comments suggest it couldn't be cleaned properly. So, I can't say the late Mrs H took any steps which would suggest she didn't maintain her property or didn't keep her central heating system in good condition.

In addition to this, system notes provided by Aviva show a phone note where Mr H queries what work is required and the call handler explains Mr H can show the system check report to their engineer who will then know what remedial work to carry out.

The note says “*Explained to call back once work is done so we can arrange the replacement of the leaking [radiator].*” I understand therefore why Mr H believes a replacement radiator should be covered under the policy.

Taking this all into account, I think Aviva have acted unfairly in declining the claim for a replacement radiator. The engineer's invoice shows the radiator was replaced and they've confirmed the cost of this, and the fitting, amounts to £350. I understand the late Mrs H arranged the remedial work and replacement radiator all together and didn't just arrange the remedial work and then consult with Aviva about a replacement radiator. But, the late Mrs H

has explained why the need to have a working radiator was very important for her. And, Aviva had already inspected the radiator and noted it needed replacing. So, I don't believe Aviva's position has been prejudiced in any way by the late Mrs H arranging for the radiator to be replaced by her own engineer. So, Aviva should reimburse the £350 paid for this.

I note Mr H is concerned about the policy being suspended. The terms and conditions do allow Aviva to suspend a policy but that appears to be in circumstances where a customer misses a premium payment – but that hasn't happened here. So, it's unclear why Mr H believes the policy was suspended but I haven't seen any evidence this was the case. In any event, I can't see this has been raised with Aviva so, if Mr H does have evidence the policy was suspended and premium payments were taken during this time, then he can raise this separately with Aviva.

Putting things right

I've decided Aviva have unfairly declined the claim for the replacement radiator. So, I think it's fair and reasonable in the circumstances for Aviva to reimburse the £350 the late Mrs H paid for this.

My final decision

My final decision is that I uphold the complaint. Aviva Insurance Limited must pay £350 to the estate of Mrs H.

Under the rules of the Financial Ombudsman Service, I'm required to ask the estate of Mrs H to accept or reject my decision before 8 August 2022.

Paviter Dhaddy
Ombudsman