

The complaint

Mrs B and Mr K have complained that Aviva Insurance Limited (“Aviva”) led them to believe they could get home emergency cover for their boiler if they had some work done to it – but then declined cover when the work had been done.

What happened

In summer 2021, Mrs B and Mr K bought a policy to provide heating and plumbing cover. Aviva sent them a welcome pack and confirmed that they needed to do a “boiler health check” within 90 days of the start of the policy to make sure they could look after the boiler.

Mrs B and Mr K arranged the boiler health check. They say the engineer who came to do this told them the boiler needed a power flush. Mrs B and Mr K arranged for an independent engineer to come and do this.

The engineer did the power flush but told Mrs B and Mr K they didn’t think it was necessary. The work cost £375.

Once this had been done, Mrs B and Mr K contacted Aviva and asked them to confirm they had boiler cover. But Aviva declined cover on the basis the boiler was in poor condition. Mrs B and Mr K raised a complaint about the misleading communications from the engineer and that they’d unnecessarily paid £375 for the power flush.

Aviva investigated but didn’t uphold the complaint. They said cover was declined because of the poor condition of the boiler. And they said the engineer can advise a power flush after looking at the quality of the water in the system.

Mrs B and Mr K weren’t satisfied with Aviva’s response and brought their complaint to us. Our investigator considered it and concluded Aviva didn’t need to do anything more to resolve the complaint.

He noted the terms of policy set out that the boiler health check had to be completed within 90 days of the start of the policy. But that, if it failed, Aviva had either to confirm what needed to be done to fix it, remove the boiler from the policy and adjust the premiums or cancel the agreement (if it was just for boiler cover). He noted that Aviva had removed the boiler and adjusted the premiums, in line with the terms.

Mrs B and Mr K didn’t agree with the investigator’s view. So I’ve been asked to make 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 that, I’m not upholding Mrs B’s and Mr K’s complaint. I’ll explain why.

I understand Mrs B and Mr K wanted the comfort of knowing they had insurance for their boiler in the event of a breakdown. But, as our investigator explained, insurers don't have to provide cover – they can set out conditions for providing it. In this case, the boiler health check had to be done. I can see Mrs B and Mr K arranged for this a few days after the policy started.

And I've seen that Aviva wrote to Mr K giving some general reasons why the boiler failed the check. Aviva said it may have been:

- *“The gas boiler and/or gas central heating doesn't meet our eligibility criteria*
- *We're unable to service or source parts for your boiler*
- *The condition of the gas boiler and/or gas central heating doesn't meet our required standard”*

The need to have a power flush isn't mentioned.

But the letter is clear that the boiler's no longer covered. And there's no suggestion that having any work done to it will change that. The only circumstance in which it's suggested Aviva may provide cover is if Mrs B and Mr K have a new boiler installed.

I've studied the timeline of events. I'm satisfied this letter was sent to Mrs B and Mr K about a month before they had the power flush done. So they would have known the information in the letter and what the engineer had told them was inconsistent before getting the work done. But I've seen no evidence they checked the position with Aviva before going ahead with the power flush.

I appreciate Mrs B and Mr K were told by the engineer a power flush was needed. But I've not seen anything to show this was in order to get the boiler covered, as opposed to the engineer simply providing Mrs B and Mr K with advice.

So I don't think it's reasonable to say Aviva indicated to Mrs B and Mr K they'd provide cover if they had a power flush done. And for that reason, I don't think Aviva need to do any more to resolve their complaint.

My final decision

For the reasons I've explained, I'm not upholding Mrs B's and Mr K's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr K to accept or reject my decision before 24 June 2022.

Helen Stacey
Ombudsman