

The complaint

Ms H complains about the service provided by Aviva Insurance Limited under her home emergency insurance policy.

What happened

Ms H has home emergency insurance underwritten by Aviva. The administrator of that policy also provides an annual boiler service.

Ms H decided not to renew her policy in 2021 because of increasing premiums. When a potential new insurance provider checked the boiler, they refused to insure it because it was in a poor state of repair.

Ms H eventually had the issues with the boiler sorted out, at considerable cost to herself. She complained to Aviva, saying that they had failed to pick up and fix issues with her boiler previously.

Essentially, she thought the boiler couldn't have been well-maintained during the time she had the policy with Aviva. And she thought they should cover some or all of the costs she'd incurred getting the issues fixed.

Aviva didn't uphold Ms H's complaint, so she brought it to us.. Our investigator looked into it and didn't think Aviva had done anything wrong.

Ms H disagreed and asked for a final 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.

First of all, I need to be clear about exactly what elements of Ms H's complaint our service can look into.

Ms H has a home emergency insurance policy underwritten by Aviva which covers her heating, plumbing and electrics. In brief - and at risk of over-simplification - Aviva undertake to provide assistance if Ms H has an emergency which leaves her without heating, hot water and/or power.

She also has an agreement with the business which administers the policy, according to which they provide an annual service for her boiler.

The administrator, in providing that annual boiler service, isn't providing a financial service or indeed carrying out an activity regulated by the Financial Conduct Authority (FCA).

That being the case, and according to the FCA dispute resolution (or DISP) rules which govern the way our service operates, we can't look into that element of Ms H's complaint.

Ms H said the administrator had missed a number of issues when carrying out the annual service which should have been picked up. These related primarily to the gas meter and the boiler flue.

As I understand it, the administrator told Ms H they had no legal or contractual obligation to pick up those issues or report them to her. But they admitted their engineer *ought* to have noticed the problems and *morally* should have mentioned them to her, even if there was no obligation to do so.

As I say, we can't look into any of that because no regulated activity was being carried out, but I mention what happened in order to distinguish those issues – with the meter and flue - from issues with the boiler pump and heat exchanger that Ms H also experienced.

Ms H had to have these issues – with the pump and heat exchanger - rectified after the inspection carried out by the potential alternative insurance provider.

I can look into those aspects of Ms H's complaint because those issues were identified during an engineer's visit in December 2020. That visit wasn't an annual service, it was the response to a claim made by Ms H under her insurance contract with Aviva.

During that visit, which as I understand it was primarily to address issues with Ms H's immersion heater, the engineer also noted that the boiler pump was noisy.

It is possible that the noise from the pump heard on the visit in December 2020 was an early manifestation of the problems with the pump and the heat exchanger which later had to be fixed. I say that is possible, rather than probable, because it was several months after that visit that Ms H got the further report on the state of her boiler.

In any case, the policy terms say:

“Where the engineer identifies additional work is required which is not associated to the original problem reported you will need to raise an additional claim(s) and another excess must be paid.”

In this case, the additional issue – with the noisy pump – wasn't associated with the original problem Ms H reported – which was with the immersion heater.

We know the engineer reported the issue with the noisy pump to Ms H, because she said so herself in her compliant letters to the administrator. And at that point, it was up to Ms H to make a new claim if she wanted that issue to be addressed.

In other words, neither the administrator nor Aviva are to blame if the noisy pump issue wasn't addressed until after Ms H had decided not to renew her cover with Aviva. Or if Ms H was then refused a policy by the alternative insurer at least in part because her pump – and heat exchanger – weren't in good condition

It is very likely in any case that if Ms H had made a further claim relating to the noisy pump, Aviva would not have been responsible for fixing it under the terms of the policy. The most likely cause of a noisy pump – and indeed a failed heat exchanger – is sludge, rust or scale in the water in the central heating system.

And we know the water in Ms H's system was contaminated because that was shown by tests carried out by the company Ms H got to carry out the necessary repairs after she tried to sign up with the alternative insurance provider.

The policy contains a very clear exclusion clause which says that Aviva will not cover damage caused by sludge, rust or scale.

Ms H has made the argument that if the issues were caused by sludge, rust or scale, then the annual service should've picked that up and identified that the filters in her system weren't working effectively. But filters won't eliminate all of the contamination in the water. And, in any case, as I've explained, I can't look into any alleged failing with the annual service.

In summary, Ms H had a number of issues with her boiler, the boiler flue and her gas meter which she had to pay to get repaired. And these led to her being unable to take out a policy with another insurance provider unless and until the repairs had been carried out.

Some of those issues – with the flue and meter - should arguably have been picked up by the annual service in 2019 and/or 2020. That's not something I can look into, for the reasons I've given above. But in any case, Aviva would never have been responsible for those repairs anyway. The issues didn't constitute an emergency and were due to poor or faulty installation.

The other issues – with the pump and heat exchanger – were possibly evident at the time of the engineer's visit in December 2020. But they were reported to Ms H, who could then have made a further claim, as required by the terms of the policy.

In any case, they were very likely caused by sludge, rust or scale in the water in the system and so would not have been covered by Ms H's policy.

In conclusion, Ms H has had to pay for a number of repairs in order to get her boiler into a satisfactory state to be able to take out a new insurance policy. I can't reasonably conclude that any of those repairs would at any point have been covered by Ms H's policy with Aviva.

My final decision

For the reasons set out above, I don't uphold Ms H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 18 November 2022.

Neil Marshall
Ombudsman