

The complaint

Ms G complains Aviva Insurance Limited didn't deal with her plumbing and heating cover fairly and reasonably.

Aviva Insurance Limited, as the underwriter of the insurance contract, is responsible for this complaint. HomeServe administers the contract. For ease I'll refer to both their actions as Aviva's actions.

What happened

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Ms G took out 12 months' plumbing and heating cover with Aviva in December 2021. The terms set out a boiler health check ("BHC") must be completed within 90 days of the cover start date. They go on to say if the check reveals pre-existing fault(s), boiler cover will be suspended to allow for the customer to arrange for the fault(s) to be fixed. If evidence is provided to show the fault(s) has been fixed within 28 days, the boiler cover is reinstated. These terms are common, and I find them clear.

A BHC was completed at the end of December 2021. The engineer reported that the boiler passed, but there was a fault with the thermostat. Aviva considered this a pre-existing fault in need of fixing. Aviva wrote to Ms G on 13 January 2022. The letter explained the situation and what Ms G needed to do. It went on to say that if the fault wasn't fixed by 11 February 2022 the boiler part of the cover would be cancelled. I find Aviva's position here reasonable as a thermostat is a key part of a central heating system.

Ms G expressed her dissatisfaction to Aviva in January 2022. She didn't consider Aviva had explained the situation properly and, as she didn't get the 13 January 2022 letter (which she noted was about two weeks after the engineer's visit) until 20 January 2022, she thought she should be given an extension to the deadline to fix the fault. Aviva issued a final response in February 2022 explaining the situation. Ms G had the thermostat replaced at the start of March 2022 and provided evidence to Aviva. By this time, however, cover had been cancelled, seemingly because it hadn't been paid for.

While I accept Ms G remained dissatisfied with what had happened to this point and continued to seek a resolution from Aviva, I'm satisfied, in the round, Aviva acted fairly and reasonably. I say this because, as set out above, I find it was reasonable for it to consider the thermostat issue a pre-existing fault which needed fixing. And, ultimately, Aviva wasn't in a position to provide cover in the circumstances given a lack of payment. While frustrating for Ms G, things don't always go smoothly, and I can see in mid-March 2022 Aviva

suggested she arrange for new cover with it. I find this was a pragmatic solution given by this point the thermostat had been fixed and cover could start afresh.

In early May 2022 new cover was set up. This led to the need for a further BHC. I find this reasonable as the original BHC had shown a pre-existing fault and by this point the better part of six months had passed. In early June 2022, in line with previous commitments, Aviva agreed to waive the need for a BHC and remove the usual new cover exclusion. It asked Ms G to call it to reinstate the cover and to set up a new direct debit. I find Aviva's actions here fair and reasonable as it provided a way forward and implemented Ms G's requests.

Ms G didn't call Aviva, the cover wasn't reinstated, a direct debit wasn't set up, and no payment was subsequently made. This led to the second cover being cancelled towards the end of June 2022. Cancelling due to non-payment is common practice and I consider it reasonable. Ms G later had a boiler problem which she had to pay to fix. While I can understand her frustration at this, she wasn't on cover with Aviva at the time, so I can't fairly require Aviva to reimburse her.

Overall, while I accept Ms G is disappointed with Aviva, I'm not persuaded it's done anything wrong to the extent I can fairly require it to reimburse her for the boiler repair or pay her compensation for any distress and inconvenience she's experienced.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 10 January 2023.

James Langford
Ombudsman