

The complaint

Mrs J complains about Aviva Insurance Limited and their decision to cancel her boiler insurance policy.

What happened

Mrs J held a boiler insurance policy that was underwritten by Aviva. This policy was designed to assist Mrs J in the arranging and cost of repair work needed to her boiler should it break down.

In November 2021, Mrs J's boiler received its annual service by a contractor appointed by Aviva, who I'll refer to as "V". On the service paperwork, there was a note that related to the limited access under Mrs J's boiler following upgrades to her kitchen. And V say they made Mrs J aware this would need to be changed on this visit, which Mrs J disputes.

In March 2022, Aviva were made aware of this access issue by V. So, Aviva say they wrote to Mrs J to explain remedial work was needed to restore sufficient access. On the same day, a letter was sent explaining the policy would be cancelled while this work was completed. Mrs J says she received the cancellation letter, but not the letter detailing the remedial work needed.

In the same month, Mrs J's boiler developed a fault, and Aviva instructed V to attend the property. V noted there was limited access and that no remedial work had been completed. And as Aviva didn't receive evidence to show Mrs J completed the remedial work during the 28-day period they allowed, the policy was cancelled on 7 April. Mrs J was unhappy about this, so she raised a complaint.

Mrs J didn't think V made her aware in November 2021 what remedial work was needed to ensure her policy remained valid. And she explained she didn't receive the letter from Aviva in March 2022 stating she had 28 days to complete this. So, Mrs J didn't think it was fair for Aviva to cancel her policy or leave her needing to cover the costs of the repairs required to fix the fault. And she wanted to be compensated for this.

Aviva responded and upheld the complaint in part. They thought both they and V had made Mrs J reasonably aware remedial work was needed to ensure there was sufficient access to the boiler. And as Mrs J hadn't done this, they thought they'd acted in line with the terms of the policy when cancelling it. But they did recognise it had taken them four months to make Mrs J aware that work was required and so, they offered to refund Mrs J the premiums she'd paid from November 2021 to March 2022, totalling £112.28. Mrs J remained unhappy with this response, so she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They were satisfied V had noted, and made Mrs J aware, of the need for remedial work in November 2021. And although they recognised Mrs J didn't receive it, they were satisfied Aviva sent Mrs J a letter detailing the work she needed to carry out in March 2022. And it wasn't disputed that this work wasn't completed, they thought Aviva were fair to cancel the policy and so, they didn't think Aviva needed to do anything more.

Mrs J didn't agree. And she provided detailed comments explaining why. This included, but is not limited to, her belief that it made no sense for Aviva to send a cancellation letter, and a work detailing the work needed, on the same day. And as she received one letter, but not the other, she thought it was reasonable to assume the letter detailing the work hadn't been sent. So, Mrs J didn't think she'd been given a chance to complete the remedial action. Mrs J was also unhappy she'd been left without boiler cover between November 2021 – March 2022 without her knowledge and wanted to be compensated for the risk this created. As Mrs J didn't agree, the complaint has been passed 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mrs J. I appreciate Mrs J took out the insurance policy with the aim of mitigating the inconvenience and financial impact of a potential boiler breakdown. And I recognise Mrs J had no intention of cancelling the policy herself, as she wanted the security it provided.

So, when she was made aware her policy would be cancelled, and then when she realised Aviva wouldn't repair the fault to her boiler despite her paying her policy premiums, I can understand the frustration and upset she would've felt. And I can appreciate why this would lead Mrs J to feel as though Aviva had acted unfairly and so, why Mrs J feels as though she should be compensated for this.

But for me to say Aviva should compensate Mrs J, I first need to be satisfied they've done something wrong. So, I need to be satisfied they failed to act within the terms and conditions of the policy Mrs J held when they took the decision to cancel it. Or, if I think they did act within these, that it was unfair for them to do so. And in this situation, I don't think that's the case. And I'll explain why.

I've first focused on the main point in contention, which centres around whether Mrs J was made aware that remedial work was needed to ensure there was sufficient access to her boiler. Mrs J doesn't think she was, while Aviva dispute this. In particular, much of the dispute centres around conversations held in person and disputes on whether letters were received, both of which I'm unable to know for sure exactly what did happen. So, because of this, I've focused on the evidence I have available to me, alongside the comments provided by both parties, to decide what I think is most likely to have happened, based on the balance of probabilities.

I've seen the job sheet from the service V performed on Mrs J's boiler in November 2021. This contains the note "*Code IMI Access Under Boiler*" which V has said means that there was limited access to the underneath of the boiler. And V have said this was made clear to Mrs J on the day of the service, with them explaining remedial work would be needed to provide sufficient access moving forwards.

Mrs J disputes this and as I've explained above, I'm unable to say for certain exactly what V did say to Mrs J. And I'm in agreement with Mrs J that the note on the job sheet doesn't explain exactly what access specifications would be needed and so, I don't think from this Mrs J would've been able to know what work to carry out. But crucially, Mrs J was given a

copy of this job sheet. And I don't think it's likely that V would've provided this, without discussing the note first. And even if they did, I think the note is enough to suggest to Mrs J that she needed to discuss this with Aviva, as Aviva also provided Mrs J with her boiler service plan. It's important to note this service plan is entirely separate to the insurance policy she held and is not something our service is able to discuss or comment upon.

So, on the balance of probability, I think it's more likely than not that Mrs J was made aware of the access issues and so, I think it's reasonable for me to expect Mrs J to make further enquiries to understand what she needed to do. But I can't see that she did.

Despite this, I would've expected Aviva to follow this up with Mrs J directly. And I can see they did so, but not until some four months later, which Aviva accept was an unnecessary delay. I'll discuss this delay aspect later within this decision.

I recognise Mrs J says she didn't receive the letter detailing the remedial works that were necessary. But I can see Aviva did send this letter, and that it was addressed correctly. So, while I don't dispute Mrs J's testimony, I don't think Aviva can be held at fault for any issue with delivery as this would be the responsibility of the postal service.

But even if Mrs J didn't receive this letter, she did receive the letter explaining her policy had been cancelled. This was sent in tandem with the remedial work letter, as Aviva cancelled the policy for 28 days, to allow Mrs J time to carry out the work. So, I think Mrs J had the chance to speak to Aviva about this. And I can see she did, although I've been unable to listen to the calls.

But I have seen the call notes, and these show Mrs J was aware of the cancellation. And I can see during this 28 -day period, V did attend Mrs J's property due to the boiler fault and again, Mrs J was told that access to the boiler was the issue. So, I think Mrs J was reasonably aware there was access issues. And from this visit, Mrs J would've still had a further two weeks to complete the remedial work needed, but I can't see that she did.

And I can see in the terms and conditions of the policy that if the remedial work isn't carried out that Aviva would no longer cover repairs to the boiler and that at the next renewal they would look to offer a similar policy without boiler cover. And in a situation where cover without boiler cover isn't available, then the policy would be cancelled.

In this situation, the access issue was recognised and remedial work needed at the service in November 2021, around the same time the policy was renewed. And the policy was for boiler cover only, which could no longer be covered in line with the term I've described above as Mrs J didn't evidence the completion of the remedial work. So, I think Aviva were fair to cancel the policy at this point, to prevent Mrs J from continuing to pay premiums for a policy that essentially didn't cover anything. And I think they acted in line with the terms and conditions when doing so.

But it's accepted by Aviva that Mrs J should've been notified regarding the remedial work much sooner. And to acknowledge this, they've refunded the premiums Mrs J paid, to compensate her for the fact she paid for a policy that wouldn't have covered any claim she made in this time. I think this offer is a fair one, and in line with what I would've directed had it not already been made.

I appreciate Mrs J would also like to be compensated for the fact her and her family had no cover over the winter months and the impact this may have had, had the boiler broken down during this time. But crucially, the boiler didn't. And our service is only able to consider compensation for actual loss and inconvenience. Mrs J's scenario is hypothetical and fortunately, not one she had to endure. So, I don't think Aviva need to do anything more on

this occasion.

I understand this isn't the outcome Mrs J was hoping for. And I appreciate Mrs J has since had to purchase a new boiler as well as cover the costs of the breakdown in March 2022. But I don't think these costs were placed on Mrs J because of anything Aviva did wrong in this situation. I also want to reassure Mrs J that, while I may not have commented on every point she's made during her conversations with our investigator, I have considered them all at length before reaching my decision.

My final decision

For the reasons outlined above, I don't uphold Mrs J's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 6 December 2022.

Josh Haskey
Ombudsman