

The complaint

Mrs P complains Aviva Insurance Limited charged her more than it said it would for a new boiler, and that it cancelled her boiler and central heating cover without explaining what this meant for her.

Mrs P is represented by her husband. But for ease I'll refer to both their actions as Mrs P's.

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.

Mrs P had boiler and central heating cover with Aviva. In early 2021 the boiler broke down. Aviva considered the boiler beyond economical repair, and it was agreed a new one would be installed. This left Mrs P (and her household) without heating for a period. But I don't consider Aviva responsible for that as it wasn't to blame for the boiler failing and a new one was installed within a reasonable timeframe.

During the installation process it was recommended a central heating pump should also be replaced. This came at an extra cost. Mrs P considers this extra cost unfair as Aviva had quoted for the new boiler and she didn't see why she should have to pay more than the amount quoted. While I accept Mrs P's point of view here, sometimes when work starts things change. I find it reasonable for Aviva to charge extra for work which wasn't known to be needed when the original quote was provided.

When it was decided a new boiler was needed Aviva considered the underlying policy. As the new boiler came with a warranty it wouldn't have been fair for Aviva to continue to provide (and charge for) boiler cover. Because of the type of cover Mrs P needed, Aviva didn't have another suitable policy. So, it cancelled Mrs P's cover. The policy terms allow for this, and I find this was a reasonable action to take in the circumstances.

Later in 2021 Mrs P had problems with her heating system. This wasn't covered by the new boiler's warranty as it wasn't because of an issue with the boiler. Mrs P says Aviva wasn't clear enough about what the warranty would cover, wasn't clear enough about why previous repairs by Aviva wouldn't be covered and didn't explain why it couldn't continue to provide cover. Mrs P says this led to her not exploring alternative cover and meant her household was without heating during a cold period and meant she needed to arrange (and pay for) alternative support.

While I accept Mrs P feels let down by Aviva, I'm not persuaded it's done anything wrong. It was fair for Aviva to cancel the cover and Mrs P knew her cover had been cancelled. The new boiler's warranty sets out the boiler and associated parts would be covered and says

the wider central heating and plumbing system is not covered. That's not unusual. And I don't consider I can fairly conclude Aviva had a duty to proactively explain the difference between a boiler warranty and a boiler and central heating insurance contract to Mrs P.

When cover is cancelled, I wouldn't expect further repairs to be completed. Mrs P has suggested previous repairs are also not covered. While a repair being needed again wouldn't be covered, I would expect Aviva to consider whether action should be taken if it can be shown a previous repair (which was covered at the time) wasn't completed to a satisfactory standard. I'm not aware that's the case here.

While Aviva likely could have better explained why it wouldn't provide further cover, I'm not persuaded it needed to. In any case, I don't consider a better explanation would have made a material difference. I say this because Mrs P knew her cover had been cancelled, ought reasonably to have known the boiler's warranty would be limited to the boiler and associated parts, and therefore ought reasonably to have known to seek alternative cover for the wider central heating and plumbing system elsewhere, if she'd wanted to.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 13 December 2022.

James Langford
Ombudsman