

The complaint

Mr N complains about the service he received from Aviva Insurance Limited (Aviva), following a claim under his home emergency policy.

What happened

Mr N's boiler stopped working around one week after he had had it serviced by Aviva. It sent an engineer who carried out an inspection and suggested that the fan wasn't working properly. He also took water samples from the boiler for testing and then left.

Mr N said that about three minutes after the engineer had left, the boiler broke down again. About a week later Aviva contacted Mr N and advised him that the water sample test had failed as there was debris in the system. It also told Mr N that he would have to get the boiler power flushed otherwise it would no longer be able to provide cover. Aviva quoted to carry out the power flush at a cost of £750, which Mr N accepted and paid.

Mr N said that following the power flush the boiler broke down again and he concluded that the power flush hadn't resolved the issue. He contacted Aviva again and it sent another engineer, who diagnosed that the issue with the boiler was a faulty fan. This was changed and Mr N said that there had been no further issues with his boiler.

Mr N complained to Aviva, given the service he had received and that he had been incorrectly advised to get a power flush, when one wasn't required. He wanted Aviva to reimburse the £750 he had paid.

In its final response, Aviva accepted that there had been some poor service, namely not being able to provide a suitable appointment time sooner and not contacting Mr N when it should've. For these failings, Aviva offered £350 compensation for the trouble and upset caused.

Aviva didn't accept that it should reimburse Mr N's power flush costs, as it said that the water test indicated that debris was in the system. And because of this, it correctly advised that a power flush was required. Mr N was given his referral rights and referred a complaint to our service.

One of our investigators considered the complaint and didn't think it should be upheld. He said Aviva had presented independent evidence that there had been debris in the system and in order for cover to be maintained, a power flush was advised. Whilst Aviva accepted that there had been poor service issues, it didn't accept that it should reimburse Mr N for the power flush, which our investigator said was fair. He also said that the amount of compensation for the poor service of £350 was reasonable.

Aviva accepted the view, Mr N did not. Mr N said that the water testing showed that there was no inhibitor (to prevent the build-up of debris) in the system. And that Aviva had carried out annual services for the past four years on his boiler. He said that Aviva were responsible for adding the inhibitor and it should have done this during the annual service. So, it was

logical that Aviva should've topped up the inhibitor during the annual service. And he asked for a 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.

Having done so, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr N, but I hope my findings go some way in explaining why I've reached this decision.

Mr N's boiler broke down and as he held a boiler cover policy with Aviva, he made a claim. It sent an engineer who took a water sample for testing as he felt there was debris in the system. Mr N was advised by Aviva that there was debris in the system, and he would need the boiler to have a power flush. Mr N paid for the power flush at a cost of £750. But this didn't resolve the issue with the boiler. Another engineer attended, diagnosed that the issue was a faulty fan and changed this, which repaired the boiler.

Mr N would like the cost of the power flush to be reimbursed. He has now also complained about the annual service of the boiler and in particular said that Aviva failed to top up inhibitor in his system, during the annual service.

I have considered the evidence from both sides, as well as the policy terms and conditions. The main issues of this complaint are whether Aviva were fair to decline to reimburse Mr N the cost of the power flush. And Mr N's complaint regarding the annual service of his boiler.

Dealing with the annual service. In the policy terms and conditions, it states the following: *'This policy also provides certain non-insured services. This element is as follows: Boiler Service. The Gas Boiler Service is provided under an agreement between you and Aviva (sic). This service is not regulated and this also means that if you have any complaint relating to this service, you will not have the right to refer the complaint to the Financial Ombudsman Service.'*

Our service can only consider complaints that are regulated. As a boiler service comes under a non-insured product, it is not regulated. Consequently, I am unable to consider a complaint relating to the annual service of Mr N's boiler. Mr N can refer a complaint to Aviva in relation to this, if he wishes.

I have next considered whether Aviva were fair to decline to reimburse Mr N's power flush costs. Mr N felt that the power flush wasn't necessary, given that it did not resolve the issue with his boiler.

Aviva said that there was evidence of debris in the system and that it had independent evidence to support this.

Both parties provided the water testing report and from that it is clear that there was debris found in the water sample taken from the boiler. I note that the report also said that *'system is at risk of failure, due to the presence of debris'*.

The policy terms and conditions provide: *'When dealing with your boiler or heating system, after completing a repair we may advise that additional maintenance work is required to prevent a future breakdown. Where this maintenance work is not covered under this policy, it is your responsibility to have it completed. For example, your system may require cleaning to*

remove sludge, scale or rust. I think it is clear from the policy that in order for cover to be maintained, the power flush was required to prevent future breakdowns. And as Aviva had found debris in the system, I'm satisfied that it correctly advised Mr N to carry out a power flush, in accordance with the policy terms and conditions.

Consequently, I don't think Aviva was unreasonable not to agree to reimburse Mr N's costs for the power flush.

Aviva accepted that there were service failings and offered Mr N £350 compensation for the trouble and upset caused. I agree that there were service failings as Aviva didn't contact Mr N when it should've. Nor did it offer a suitable appointment sooner. And I think the £350 offered adequately reflects the trouble and upset caused. So, I won't be asking Aviva to increase its offer of compensation.

Taking everything into account, whilst I understand how disappointed Mr N will be, I'm satisfied that Aviva fairly declined to reimburse Mr N £750 for the power flush. I think it was reasonable in its offer of £350 compensation for the trouble and upset caused. And I am unable to consider his complaint regarding the annual service, as this is not a regulated activity. Accordingly, I can't fairly ask Aviva to do anything more to resolve this complaint.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 6 March 2023.

Ayisha Savage
Ombudsman