

The complaint

Mr M and Mrs M have complained about how Aviva Insurance Limited (Aviva) dealt with a claim under their boiler insurance policy.

What happened

Mr M and Mrs M contacted Aviva to deal with an issue with their boiler. The engineer told them the required part was obsolete, so said the boiler was beyond economic repair. Mr M and Mrs M decided to replace the boiler, but were also able to find the part the engineer said was obsolete. They said Aviva should pay for the new boiler. Aviva said Mr M and Mrs M hadn't provided evidence of their engineer's findings. It paid them £200 towards the replacement boiler, which was what the policy said it would do where a boiler was beyond economic repair.

When Mr M and Mrs M complained to this service, our investigator didn't uphold it. She said although it seemed that Aviva's engineer had misadvised Mr M and Mrs M about the part, they didn't approach Aviva about their own engineer's findings until after they replaced the boiler. She said as Aviva had paid the £200 in line with the policy terms and conditions, it didn't need to do anything further.

As Mr M and Mrs M didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Aviva's engineer said the boiler couldn't be repaired because it couldn't obtain the part. Mr M and Mrs M were later able to obtain the part from a reputable company. Aviva now seems to accept that it would sometimes obtain parts from that company. So, I think Aviva misadvised Mr M and Mrs M about the part.

Following Aviva's visit, Mr M and Mrs M arranged for their own engineer to inspect the boiler. Mr M and Mrs M have said their own engineer found a different issue with the boiler and that the part could be replaced. However, Mr M and Mrs M decided to replace the boiler. When Mr M and Mrs M asked Aviva to pay for their new boiler, Aviva asked to see the engineers report so it could consider it, but they didn't provide it.

Given Mr M and Mrs M's engineer seemed to think the boiler was repairable, I think it was reasonable for Aviva to ask to see evidence of this. Aviva wasn't given the opportunity to check if it had got its diagnosis wrong before the boiler was replaced. However, if Aviva correctly assessed the boiler by saying it was beyond economic repair, then the policy said it would pay £200 towards a new boiler, which it did. If Aviva was wrong to say the boiler couldn't be repaired, it wasn't necessary for it to be replaced and Mr M and Mrs M knew this before they replaced the boiler.

In the circumstances, I think the £200 Aviva paid under the terms of the policy for a replacement boiler was reasonable based on the information available to it. As a result, I don't uphold this complaint or require Aviva to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

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

Louise O'Sullivan
Ombudsman