

The complaint

Miss H complains that Aviva Insurance Limited failed to meet its obligations under her home assistance insurance policy.

Miss H's policy is administered by a third-party company on Aviva's behalf and all her correspondence has been with this company. However, Aviva is the policy underwriter, so her complaint is against Aviva. Any reference to Aviva in my decision includes its agents, including the administrator.

What happened

Miss H had a home assistance policy underwritten by Aviva from June 2000 until June 2022, when she switched to another insurer.

During her new insurer's boiler health check in November 2022, its engineer identified several faults. The insurer said these were pre-existing faults that Miss H had to rectify for it to be able to service and cover her boiler. The engineer issued a warning notice that said the boiler wasn't safe for use.

Miss H complained to Aviva. She said its engineers should have identified these pre-existing faults during the boiler's annual service and either repaired them or told Miss H to arrange repairs.

Aviva didn't agree. While it noted repairs to the boiler in November 2020 and January 2022, it said its engineers hadn't found any other issues that needed to be brought to Miss H's attention.

Miss H brought her complaint to this service. She believes Aviva failed to deliver what was covered by her policy. She says having to replace her boiler caused her financial difficulty as well as unnecessary stress and worry. She also says she wouldn't have switched insurer if she'd known about the boiler's pre-existing faults.

Our investigator didn't recommend that Miss H's complaint should be upheld. She didn't think Aviva's engineers were responsible for the faults identified by Miss H's new insurer. She didn't think Aviva should be asked to contribute to the cost of Miss H's new boiler.

Miss H disagreed with our investigator, so the case was passed to me to make a final 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.

Miss H's Aviva policy booklet sets out what was covered by her policy. It includes an annual boiler service but doesn't cover "*any maintenance or remedial work that isn't part of the boiler service...*" The booklet says: "*If during your Boiler Service the engineer identifies a fault, we will carry out a repair if you have insurance with us, provided it is covered under the*

terms and conditions. If maintenance work is identified HomeServe will advise you and this will need to be rectified at your cost."

Miss H has effectively complained that Aviva hasn't met its policy terms because its engineers failed to identify necessary maintenance work during the annual boiler service.

Aviva sent us the boiler repair history and annual service notes. These show:

- June 2020. Initial health check. The engineer noted "*signs of corrosion within the boiler, but no damage to any parts so this was not deemed a concern and the boiler passed the health check.*"
- November 2020. Miss H reported a fault. The engineer noted "*that pipe work to the meter was squashed*" and fitted a new fan.
- January 2022. Annual service. "*The engineer confirmed that he had fitted a new electrode kit from his fan stock as the original had badly perished.*"

The key issues identified by Miss H's new insurer's engineer were:

- Flue gas duct required.
- Flue seals required.
- Corrosion inside the combustion chamber.
- Electric cables not clipped to wall.
- "*External condense NCS recommend flue clip to flue*".

This engineer concluded the "*faults on flue, electric cables, and condense safety issues*" meant he couldn't issue a safety certificate.

Aviva asked its engineer to review the findings of the November 2022 health check. He agreed that the engineer should have identified the problems with the flue leak, wiring, flue clip, and condense if they were present in January 2022. However, he said: "*the problem we have here is that the third party has diagnosed items but not given specifics regarding dimensions etc.*" In other words, there isn't enough information in the recent health check to determine when the faults occurred.

Similarly, the problem I have is there's no evidence these issues were present in January 2022. Aviva has provided evidence that the flue and ventilation met safety standards in January 2022. Miss H hasn't provided anything to contradict this, for example an independent expert report to show Aviva's engineers should have identified the faults found in the November 2022 health check.

Also, it isn't clear to me why Miss H had to replace, rather than repair, her boiler. I'd generally expect to see a note saying the boiler was BER (Beyond Economical Repair) but that isn't the case here. NCS means 'Not to Current Standards' but the part is still technically safe. The corrosion had been identified by Aviva's engineers, but it says this was a cosmetic issue rather than a failure. The new insurer's engineer didn't tick the "*immediately dangerous*" box on the warning notice and simply recorded "*Parts Req*".

Finally, I note that Miss H's boiler was 14 years old when she switched insurer. The typical domestic boiler will last 10-15 years, so it's possible Miss H's boiler was getting towards the end of its lifespan.

I understand that replacing her boiler has caused Miss H financial difficulty as well as a great deal of stress and she has my sincere sympathies. But, based on the evidence, I don't think it would be reasonable for me to hold Aviva liable for the faults identified by her new insurer.

It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 14 July 2023.

Simon Begley
Ombudsman