

## The complaint

Ms C has complained that Aviva Insurance Limited won't meet the costs to replace her boiler. Ms C sought assistance under a Boiler Breakdown cover policy.

## What happened

An engineer attended to repair Ms C's boiler as she said it wasn't working properly. The engineer said it needed a part which was obsolete. As Ms C's boiler was over seven years old, in line with the policy, Aviva paid a £200 contribution toward the costs of a new boiler.

Ms C complained to Aviva. She said this wasn't enough to cover the costs of a new boiler and felt it as responsible for sourcing a part to repair it instead.

Aviva didn't uphold Ms C's complaint and so she asked us to look at her complaint.

Our Investigator found Aviva had acted correctly and in line with the policy.

Ms C wants an ombudsman to decide.

## 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.

Ms C's policy with Aviva says:

*“Obsolete Parts and Beyond Economical Repair boilers - If when attempting to repair your boiler the parts required are found to be obsolete or your boiler is beyond economical repair, the following terms shall apply.*

*First 6 months - During the first six months of cover your boiler will not be replaced under this policy.*

*After 6 months - After six months of cover (and each year thereafter that you renew the policy); if your boiler is less than 7 years old we will source, replace and install a new boiler. If it is 7 years old or older we will make a contribution of £200 towards the cost of a new boiler.”*

As Ms C had cover for over six months and her boiler was over seven years old, Aviva paid £200 towards the cost of a new boiler.

I think the terms of the policy are clear. And so I don't think Aviva owes Ms C the costs to replace her boiler. I understand her boiler was over 20 years old - and so it isn't unusual that the parts to repair it are obsolete. As such, it isn't possible for Aviva to source the parts needed to repair Ms C's boiler as they don't exist.

## My final decision

I'm sorry to disappoint Ms C. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 25 July 2023.

Geraldine Newbold  
**Ombudsman**