

The complaint

Mrs B complains that Aviva Insurance Limited (“Aviva”) provided her with an inadequate service which led to her boiler breaking down. She wants Aviva to reimburse her for the repairs she had to pay for privately.

What happened

Mrs B held a boiler service plan with Aviva. This cost £96 per year and provided for an annual service of the boiler.

In early August 2022, Mrs B upgraded her plan to include repairs and breakdown cover. This cost £13.50 per month and was subject to the boiler passing a boiler health check within the first 90 days of cover.

A few days later, Aviva sent an engineer to Mrs B’s home. Aviva had booked this visit incorrectly as a service appointment under the previous plan instead of a boiler health check.

The engineer was not able to speak with Mrs B as she was engaged in work, so he left without carrying out any work.

Aviva sent chaser letters to Mrs B reminding her to book her boiler health check and this alerted her that the previous engineer visit had not included the health check.

Mrs B booked a further appointment. She believed that this was for a boiler health check, but again Aviva booked it as a service, under her previous plan.

The engineer attended Mrs B’s home in October 2022 and carried out a boiler service. He noted that the grommets were missing from the boiler and there was a gap around the flue which should be sealed. He placed a warning notice on the boiler and advised Mrs B to get the issues repaired.

Mrs B called Aviva shortly afterwards to arrange repairs. At the time of her call Aviva’s system had not yet updated the details of the visit and she was told to call back later.

Mrs B did not call back and the policy was cancelled in early November 2022 due to the health check not being carried out.

Around the time of Mrs B receiving the policy cancellation letter a leak manifested in the boiler. She contacted Aviva and was told that the issue would not be covered as the policy conditions had not been met.

She then had to pay around £500 for private repairs.

Mrs B complained to Aviva. Aviva sent its final response letter in December 2022. It acknowledged that it had mistakenly booked in service appointments but maintained that cover would not have been offered as there were issues with the boiler which had not been

resolved. It offered her £50 to reflect the issues in booking the appointments. Aviva later increased this to £80.

Mrs B was not happy and contacted us.

Our investigator looked into this matter and set out their view to the parties. They did not think that Mrs B's complaint should be upheld as the conditions of cover were not met. Mrs B did not accept this and asked for an ombudsman decision.

I issued a provisional decision in respect of this complaint in June 2023. In that provisional decision I set out that I considered that Aviva needed to do more to put matters right as it had contributed to the position Mrs B found herself in. I did not, however, consider that Aviva had caused the boiler to not be covered as Mrs B had known that the health check had not been passed within the time limit.

That provisional decision has been shared with the parties and they have been invited to comment.

Aviva has responded stating that it has nothing further to add.

Mrs B has responded making further comments. She feels that I have wrongly inferred that she knew that the boiler had not passed the health check and she says this is incorrect. She states that the urgency of resolving the issues which the engineer identified had not been pressed to her and she did not appreciate that she needed to have the work done within the 90 days. She also emphasises that at the time of the complaint she was dealing with, and prioritising, serious health issues.

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.

I sympathise greatly with Mrs B and I did not mean any criticism of her actions or inactions. Mrs B put significant energy into trying to set up the policy and meeting the criteria in the first 2 months of the policy.

I accept that Aviva's errors put significant hurdles in the way of Mrs B, and that this contributed to her boiler not having the issues addressed in time and the health check not taking place.

Mrs B has indicated that she did not know that the boiler health check had not been done and that it had not passed as this was not made clear to her. In the context of her ongoing health investigations, I can understand why this was not evident to Mrs B but on the information I have I am satisfied that she held enough information to know that the conditions for the policy cover had not been met.

This is because the policy literature made clear that a successful health check was required within the first 90 days in order for cover to be effective and she clearly understood this in order to go to her initial efforts to arrange one.

She then received chasing letters which alerted her to the fact that the health check had not taken place and she made further effort to arrange a health check. She then had an engineer visit, which she reasonably believed was a health check rather than a service. However, that engineer visit ended with a warning being placed on the boiler due to issues with it. Even believing that this visit was a health check, I do not think she would have

understood that the boiler had passed, as a warning was placed.

Thereafter Mrs B had around a month to have the issues resolved and she attempted to get them fixed immediately after the visit. She therefore appeared to understand that the repairs were necessary. No repairs were then carried out within the following month and the warning was still not remedied by the end of the 90 days. Consequently, I think there was enough information available to Mrs B to know that her boiler had not successfully passed a health check in that time.

I do not mean this as any criticism of Mrs B and, as I stated previously, I think a common response to the hurdles she encountered would be to lose momentum, but I cannot say that it was Aviva's failings only which caused the policy cover to lapse and which caused her claim to fail.

I have borne in mind throughout the difficulties Mrs B has described, but our role is to look at what the business did wrong and, in this circumstance, I have detailed the failings that I think Aviva made. I do not think there is evidence that Aviva ought to have made any adjustments for Mrs B as she had not told Aviva that any adjustment was required.

Consequently, whilst I sympathise with Mrs B, I remain of the view set out in my provisional decision and adopt that decision and reasoning, as supplemented by this decision, and I uphold the complaint.

Putting things right

In order to put matters right, I think that Aviva should pay to Mrs B £200 to reflect the occasions where its system failed and caused her inconvenience.

I also consider that Aviva should refund the difference between the premiums that Mrs B paid and the cost of her previous plan – between August and November 2022.

My final decision

For the reasons given above, and in my provisional decision, I uphold Mrs B's complaint and direct Aviva Insurance Limited to:

- Refund to Mrs B the difference between the premium paid, and the cost of her previous cover, between August and November 2022; and
- Pay to Mrs B £200 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 12 July 2023.

Laura Garvin-Smith
Ombudsman