

## The complaint

Miss M has complained about the way Aviva Insurance Limited dealt with a claim she made under her Boiler Breakdown Cover policy.

## What happened

Miss M bought a Boiler Breakdown Cover policy with Aviva in 2020 which she renewed each year.

In June 2023 Miss M reported a leak from her boiler. Aviva arranged for an engineer to attend. The engineer said a part needed replacing. But in order to carry out the repairs, the engineer told Miss M she would need to install a platform for health and safety reasons as access to the top of the boiler – and removal of the boiler from the wall – was necessary.

Miss M asked Aviva to provide her with guidance on what the platform should look like, but she didn't receive a response.

Miss M complained to Aviva. She contacted an independent engineer who she says diagnosed a different issue. That engineer ordered the parts needed and was able to carry out the repairs from underneath the boiler a month later. So they said it wasn't necessary for Miss M to have to arrange a platform to access the top of the boiler to carry out the repair.

The repairs cost Miss M £1,185. This was for a replacement expansion vessel (which Aviva's engineer said was necessary) and a layered storage tank. The costs to buy and install each item was £140 and £1,045 respectively.

Aviva didn't uphold Miss M's complaint. In July 2023 it said it would like to see Miss M's engineer's report. But as things stood it was satisfied its engineer had acted reasonably and in line with the policy terms. Aviva said access issues had been flagged every year when Miss M's boiler was serviced.

Our Investigator issued three views. The key issues were:

- Aviva made its decision not to uphold the complaint without asking for Miss M's evidence from her engineer. Our Investigator thought Aviva should have done this as part of its investigation before sending its final response letter.
- 
- She didn't think Aviva had acted unreasonably in explaining the health and safety conditions needed before it would agree to carry out repairs.
- 
- During the Investigator's review, Aviva considered the invoice provided by Miss M to us for the repair works. Aviva said that the layered storage tank is otherwise called a pressurised hot water cylinder. As such, cover for replacing a hot water cylinder is excluded under the policy. Aviva said that technically so is the expansion vessel as it connects to the cylinder, but as Aviva's engineer agreed this repair at the outset, it would reimburse Miss M for the expansion vessel costs at £140.
-

- The Investigator thought Aviva's offer was enough to resolve the complaint.

Miss M didn't agree. She said the cylinder/tank is an integral part of the boiler as it is a combi boiler and therefore should be covered. She said Aviva's engineer misdiagnosed the fault.

Miss M said the policy was mis-sold to her as Aviva didn't set out a material condition that if repairs were needed which required a ladder, Miss M would be responsible for arranging a platform. Miss M says if Aviva had made this material fact known to her at the outset, she would not have bought this policy.

Miss M wanted a full refund of the premiums she paid since 2020, a full reimbursement for the repairs with interest, and compensation for the distress and inconvenience caused.

I issued a provisional decision on 11 July 2024 as I intended to uphold the complaint in part in light of information our Investigator obtained from the manufacturer of Miss M's boiler. I intended to ask Aviva to pay the full costs to repair Miss M's boiler with interest and £200 compensation for the distress and inconvenience it caused her.

I didn't agree that Aviva had mis sold the policy to Miss M, or that Aviva should refund the premiums Miss M had paid for cover.

Both parties accepted my provisional decision. So the case has been passed back to me for 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.

As both parties accept my provisional decision, my final decision is on the same lines.

When Miss M complained to Aviva, she explained that another engineer had advised that it was possible to carry out the repairs without the need for a platform and stated that Aviva's engineer had misdiagnosed the cause of the leak.

I think Aviva should have asked for the information from Miss M's engineer in order to properly investigate Miss M's complaint, rather than reaching its decision not to uphold her complaint and requesting it when it issued its final response in July 2023.

Key sections of Miss M's boiler breakdown cover policy with Aviva highlight what is and isn't covered. Aviva says;

#### *"What is Covered?"*

*A breakdown of the boiler and external components required to make it work such as pump, motorised valve, thermostat, timer, temperature control and external chimney (flue). Claims will be dealt with by a Vaillant approved Gas safe registered engineer."*

It goes on to say:

#### *"What isn't covered? (see also the General Exclusions):*

*c) any part of the domestic heating system (such as the hot water cylinder, radiators and cold water tank, its feed and outlet) other than the boiler;"*

Then later;

*“i) the costs of any work carried out by you or persons not authorised by us In advance*

*j) any parts not supplied and installed by the Vaillant approved engineer. Manufacturer approved parts supplied by the engineer are used to ensure they meet current regulations and business standards. The engineer will not fit alternative parts supplied by you where the claim relates to the gas supply or the central heating system;*

And;

*o) any part of the boiler which is not possible for the engineer to work on safely;*

*p) parts of the boiler where it is impossible or impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units;”*

In my provisional decision I made the following findings:

It was reasonable for Aviva to impose its health and safety requirements for its engineers in order to carry out the repairs. I don't agree with Miss M that Aviva should specify that it wouldn't be able to carry out repairs that require a ladder without a platform. I think what the policy says under exclusions 'o' and 'p' is sufficient. It therefore follows that I don't find the policy was mis-sold to Miss M.

However, as Aviva didn't ask for key information from Miss M when she raised her complaint, and it was aware an independent engineer had attended and was carrying out repairs, it's unfair for Aviva to apply exclusions 'i' and 'j' in this case.

The remaining issue was whether Aviva's offer to cover the costs of the expansion vessel, but not the tank, was fair and reasonable.

I've considered carefully the terms of the policy along with the comments from Miss M.

Under the section "What is covered" Aviva says; *"A breakdown of the boiler and external components required to make it work..."*

But it also says it doesn't cover; *"any part of the domestic heating system (such as the hot water cylinder, radiators and cold water tank, its feed and outlet) other than the boiler;"*

Miss M told us that the tank is an integral part of the combi boiler and is a required component for the boiler to work. So she says Aviva should meet these costs as well as the costs of the expansion vessel.

We contacted the manufacturer and provided details of the make and model of Miss M's boiler. The manufacturer advised that the storage tank is part of the boiler. It is enclosed in the whole case and the combi boiler wouldn't work without it. The combi boiler first depletes the storage tank water and then operates as a combi boiler. The manufacturer confirmed that the combi boiler cannot work as intended without the storage tank as it is a component of it.

So, based on the information provided by the manufacturer of the boiler, I'm satisfied that in this case the tank is an integral part of the boiler and is a component covered under the policy as "required to make it work".

I therefore think a fair outcome in this case is for Aviva to reimburse Miss M for the full costs

of the repairs to her boiler.

I think Aviva hasn't done enough to resolve Miss M's complaint and caused unnecessary distress and inconvenience. So I think it should pay Miss M £200 compensation. I think Aviva should pay interest on the reimbursement of the repair costs at our rate which is set out below.

### **My final decision**

My final decision is that I uphold this complaint. I require Aviva Insurance Limited to do the following:

- Reimburse Miss M for the full costs of the repairs to her combi boiler, so including the expansion vessel and the storage tank.
- 
- Pay interest on the reimbursement from the date Miss M paid the invoice – subject to reasonable proof – to the date of reimbursement at a rate of 8% simple interest a year.
- 
- Pay Miss M £200 compensation for the distress and inconvenience caused.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Miss M accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 19 August 2024.

Geraldine Newbold  
**Ombudsman**