

## **The complaint**

Mr M is unhappy with Aviva Insurance Limited's (Aviva) handling of information given to him in relation to his boiler warranty.

Any references to Aviva include their agents.

## **What happened**

Mr M has a Homeserve policy for a boiler which was fitted in a property he rents out in 2020. The policy is underwritten by Aviva. Mr M says in December 2022, the boiler developed a fault and wasn't working, so he asked for someone to come and inspect the boiler. Mr M says an engineer from Aviva attended, who said the boiler hadn't been installed properly. Mr M also arranged for two more engineers to inspect the boiler, the second of which carried out a repair to a valve and noted a problem with some of the wiring.

Unhappy with the service Aviva provided, Mr M complained. He said he believed the warranty he took out to be a five-year warranty, so the repair should have been covered. And he said Aviva had outsourced the fitting of the boiler and it was clear this hadn't been carried out correctly. Aviva said a two-year warranty had been taken out in August 2020. And the whilst the information provided by Mr M showed a valve needed replacing, they didn't agree there was any evidence to support Mr M's claim the boiler had been installed incorrectly.

Mr M remained unhappy with Aviva's response so referred his complaint to the Financial Ombudsman Service. His concerns were considered by one of our investigators who said she didn't consider Aviva had acted unreasonably.

Mr M didn't agree so this case has been passed to me 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.

At the crux of this dispute is the duration of the warranty. Mr M says he was told he had a five-year warranty whereas Aviva say it was a two-year warranty. In the face of conflicting information, I need to decide which version of events I find more persuasive.

Whilst I accept Mr M believed he had a five-year warranty; the paperwork sets out the boiler was accompanied by a two-year warranty, and the boiler was ordered in August 2020. I find myself more persuaded by the paperwork provided than Mr M's recollection, in that the warranty provided was a two-year warranty which had expired by the time the issues with the boiler occurred in December 2022. It's with this in mind that I don't consider Aviva is responsible for any costs incurred with the repair to the valve that Mr M's independent engineer carried out.

I note the report from Mr M's independent engineer says there is a wiring fault. But what this report doesn't state when or how the wiring fault occurred. It's not clear the fault occurred at the point of installation as Mr M suggests. I've seen in Aviva's claim notes there was a subsequent visit after the boiler was installed and a faulty wire was replaced. Aviva's more recent engineers' report doesn't mention concerns about fitting of the boiler.

I'm not persuaded there's sufficient evidence to show the boiler was installed incorrectly. So, I'm not going to require Aviva to take any action at this time. Though if Mr M is able to obtain new evidence to support his belief the boiler was installed incorrectly this should be presented to Aviva in the first instance.

### **My final decision**

My final decision is that I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 2 December 2024.

Emma Hawkins

**Ombudsman**