

The complaint

Mr A complains that Aviva Insurance Limited (“Aviva”) declined a claim under his boiler cover policy. When I mention Aviva, I also mean its contractors and suppliers.

What happened

Mr A had a boiler repair policy with Aviva covering his domestic boiler.

In late October 2023 Mr A noticed that hot water was overflowing from his heating expansion tank. He contacted Aviva and made a claim.

A plumbing engineer attended on 2 November. The engineer reported there was a leak and the system was running very hot. He said a gas engineer would be needed as he thought the boiler was faulty.

Mr A followed this up two days later because Aviva hadn’t booked the gas engineer. When the gas engineer came, Mr A found their attitude poor. The gas engineer said Mr A’s heating system had dirty water in it and the pump was struggling. He said a power flush would be needed. A sample of water was taken for testing.

On 9 November a gas engineer attended and fitted a replacement water pump.

Another engineer attended on 13 November. They said the unvented cylinder was the cause of the leak, and would need to be replaced. But this couldn’t happen until after the system had been cleaned as the water sample showed there was no inhibitor present and debris was in the system.

Mr A had the system power flushed towards the end of November at a cost to him of £850 and he contacted Aviva to tell it on 9 December.

Another engineer came out on 15 December and found that there was a split coil in the unvented cylinder. But this cylinder was connected to a solar power system which meant under the terms of the cover that it wouldn’t be covered. The engineer didn’t tell Mr A this as they’d already left the house. Four days later, Mr A checked with Aviva and was told it wasn’t covered.

Mr A arranged for his own engineer to attend in early January, and throughout this time hot water continued to leak.

Mr A paid £343.50 for the repair to the tank coupled with a service plan. He was apparently told the cost of repair only, without the service plan, would be about £370.

In February 2024 Mr A made a claim from Aviva. It declined his claim, saying it would only pay for costs incurred with its permission and, because Mr A hadn’t notified it, that permission hadn’t been given.

Aviva said it agreed its service had been poor, he hadn’t been kept updated, and Mr A had been given some incorrect information. It said it would pay £120 compensation for these.

As Mr A remained unhappy, he brought his complaint to this service. He asks that Aviva pay his claim and increased heating costs while the hot water was being wasted.

Our investigator looked into Mr A's complaint and thought it wouldn't be upheld. She said she thought Aviva's policy wording was clear and it didn't cover costs incurred without its consent. The expansion tank wasn't covered as it was connected to a solar system, which is excluded under the policy wording. She thought its offer of £120 compensation was fair.

Mr A didn't agree with the view. He commented that he was told by Aviva that the unvented cylinder was covered. If he'd have been correctly told it wasn't covered, Mr A says he would have arranged for it to be replaced himself and saved the heating costs. He also refers to the powerflush as being an unnecessary expense.

Mr A asked that his complaint was referred to an ombudsman, so it's been passed to me to make a decision.

I issued a provisional decision intending to uphold Mr A's complaint in part:

Although I have provided a lot of the detail of what went on during Mr A's claim, I'm going to focus on what I think are the central points in his claim. This is in line with the informal nature of this service's approach.

At the centre of it is that Aviva's engineer found that the quality of the water in Mr A's heating was of very low quality. And a sample was taken for further testing by the manufacturer of a widely used inhibitor product. I understand Mr A's frustration at paying £850 for the power flush, which would ostensibly clean out the water and residue in the system and replace it with new, treated water. What Mr A needs to understand here is that the dirty water already in his system was likely causing issues with it – like the pump to run slowly. There's also the danger of metal particles causing the system to fail entirely.

From the information I have, Aviva's engineers needed to know this had been done before they could work towards a satisfactory solution. A power flush isn't covered under the policy he had, but from the evidence I have Aviva needed Mr A to have it done as the problems with his system were likely connected to the lack of maintenance.

But I can also see that Aviva's service seems to have involved engineers from two different areas – plumbing and gas. From the file, it seems to me that the two parts of the operation didn't work well together. The two roles obviously cover different areas, but from Mr A's point of view, I can see why he struggled to understand the delays in dealing with his claim.

I can see on 15 December, when the split coil was discovered, Mr A expected that to be replaced under the terms of his policy. The engineer checked with Aviva, even though the exclusion is part of the policy wording and should be clear, and then didn't tell Mr A that the replacement wouldn't be covered under the policy. Mr A then found out a few days later when he rang Aviva to check.

And I don't think that's good enough. I think it's reasonable I say that Mr A should have been told earlier that the tank wouldn't be covered, and he shouldn't have had to chase.

Mr A's key issue seems to be that, if he'd been told earlier that this was excluded, he could have arranged the replacement to be fitted much earlier.

I agree with him that this should have been a much simpler journey through his claim. But I also have to think about the problem with the quality of the water in his system, which I think is fair to say was somewhat lacking in maintenance and as Aviva has said may have led to a

system failure.

I'm not able to agree with Mr A that the power flush was an unnecessary expense.

But, Aviva's poor handling of the key exclusion means I think Mr A has been caused distress and inconvenience. And I think it's fair I say that Aviva should have provided Mr A with the key information much earlier in the claim and I think this delay has led to distress and inconvenience for him and his family. As I mention above, I'm not going to ask Aviva to replace the tank as it's excluded under the policy wording.

I asked Mr A to provide evidence about the increased costs he said he'd had from the hot water overflowing. Mr A told me he'd changed energy providers over the same period and didn't have the bills to show the amounts. He said he thought he'd paid an additional £600 for December and January more than he'd paid for the preceding October and following February.

I've thought carefully about this and I can't fairly ask Aviva to cover costs for which there's no independent proof in the form of meter readings and bills.

As I mention above, I think Mr A has been caused distress and inconvenience by Aviva's poor claims handling, and I don't think its offer of £120 is enough. I also need to consider that Mr A's system apparently hadn't been maintained well enough, so I think he needs to understand he needs to take some responsibility for the unreliability of his water heating system.

Taking everything into account, I'm proposing to ask Aviva to pay Mr A a total of £250 compensation, but I'm not going to ask it to do anything more.

Responses to my provisional decision

Aviva accepted my provisional decision.

Mr A responded and said the cost of replacing and fitting the cylinder was £1,050. He said Aviva only told him it wouldn't be covered under his policy at the fifth time of asking, and that he'd have arranged for the replacement about eight weeks earlier if Aviva had told him the correct information earlier.

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've thought about Mr A's response to my provisional decision. I've talked above about the extra costs he said he'd incurred during the winter period caused by the water being heated and escaping, but I couldn't ask Aviva to compensate him for those extra costs as he couldn't show evidence of them.

I agree with Mr A that Aviva caused him inconvenience by not dealing with his claim effectively but, as I say above, I also think he needs to appreciate the lack of maintenance on his system likely contributed to the complexity of the claim. And I don't think what he's said changes my mind. So my final decision remains the same as my provisional decision.

My final decision

It's my final decision that I uphold this complaint in part. Aviva Insurance Limited must pay

Mr A a total of £250 compensation for his distress and inconvenience. If payments have already been made towards this then they can be deducted.

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

.Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 March 2025.

Richard Sowden
Ombudsman