

## The complaint

Mr M has complained about the way in which Aviva Insurance Limited ('Aviva') handled his claim for boiler break-down under his boiler insurance policy. For the avoidance of doubt, the term Aviva includes reference to its agents, contractors, and technicians for the purposes of this decision.

## What happened

In summary, Mr M was dissatisfied with the handling of boiler issues by Aviva with whom he'd taken out boiler insurance in August 2023. Mr M said that he'd experienced persistent issues with his boiler since moving to his house. He said that multiple Aviva technicians visited to diagnose and repair the boiler, but didn't reach a satisfactory resolution, so the problem persisted. Mr M also felt that Aviva's communication had been inadequate and a technician mis-advised in suggesting that he would be entitled to a new boiler. In the event, Aviva declared the boiler as beyond economic repair ('BER') and Mr M and his family were left without heating for some weeks during the winter. Mr M said that this episode had caused stress and anxiety.

Aviva didn't uphold Mr M's complaint regarding the substantive issue. It considered that it had fulfilled the terms and conditions of the policy and had acted correctly in deeming the boiler to be BER and in ending the policy. It upheld Mr M's complaint regarding its technician's provision of misleading information and apologised for any error.

As Mr M was unhappy with Aviva's response to his complaint, he referred the complaint to this service. The investigator upheld Mr M's complaint on the basis that Aviva had acted unreasonably in not reimbursing the cost of repairs carried out by Mr M, however he subsequently requested further evidence from Mr M which I've considered in detail below. Aviva didn't agree with the investigator's view, and the matter was then referred to me to make a final decision in my role as Ombudsman. In February 2025, I issued a provisional decision for this complaint and explained why I wasn't minded to uphold Mr M's complaint as follows: -

*'The key issue for me to determine is whether Aviva applied the relevant policy in a fair and reasonable manner in declining Mr M's claim. In the light of the available evidence, I provisionally conclude that it did so. In reaching this provisional decision I've also considered the submissions of the parties as summarised below.'*

*I turn firstly to Mr M's submissions. He said that he'd experienced persistent issues for nearly four months. He said that technicians had visited multiple times and installed a part, but the boiler still wasn't working. He felt that communication from Aviva was inadequate, with no follow-up on un-resolved issues. He said that Aviva indicated that it would take further action once the boiler was moved to a new extension which was being built. It then continued to malfunction and subsequently stopped working altogether. Aviva visited and acknowledged the issues but provided no specific solutions. Mr M said that on two occasions, Aviva's agents 'suggested it could be deemed a failed repair, qualifying for a new boiler.'*

*Mr M said that on the same date, another department informed him that, as cover had been*

*in place for under six months, he wasn't eligible for a new boiler. He said that this had left his family without heating during winter, potentially affecting vulnerable members of the family. He also said that there hadn't been heating for a week prior to Aviva's decision as it had taken time to get through to Aviva and for a technician to visit. Mr M then had to personally cover the cost of repairs, being £420, to get the boiler working. In the event, he said that the heat exchange had just needed a clean and to be put back together and [it] then worked fine.*

*In conclusion, Mr M complained that there had been technical incompetence by Aviva, including failure to properly diagnose the problem and repair the boiler initially, leading to prolonged issues. He thought he'd paid for a professional and competent service which he said was clearly not delivered. He felt that Aviva had provided wrong advice leading to a complete break-down of the boiler after it was moved, and then denial of provision of a new boiler based on what he felt were arbitrary time constraints. He was seeking compensation for the cost of repairing the boiler or a new boiler. He was also looking for compensation for the time spent dealing with Aviva, for the premiums paid and for suffering and hardship.*

*Following the investigator's view, Mr M provided a copy of an invoice from his builder's contractor, which included reference to 'plumbing work extra (diagnosis stripping/cleaning heat exchange)'. The invoice was dated early November 2023 and didn't include VAT. Mr M thought that the figure he'd given of £420 was just for the cleaning and stripping of [the] heat exchange, and as the contractors had to dismantle the boiler to get it out, they rounded it off to £500, but he was happy to limit his claim to £420. He also provided a screenshot of a payment made by an individual to the contractor of £2,000 in February 2024, and an invoice purporting to be from a plumber to the contractor in the sum of £420, again with no reference to VAT. Mr M's contractor also provided a letter stating that the additional works were carried out regarding a boiler 'in the region of £420 inc VAT' and said that this had all been covered in a final payment in August 2024. The letter also stated, 'Please ignore dates on our invoices as these are wrong'.*

*I now turn to Aviva's submissions regarding this matter. It apologised if its contractor mentioned that Mr M would be eligible for a free boiler under the policy, as this was clearly incorrect. It explained that during the first six months of cover, the policy stated that if Aviva's engineers declared a boiler to be beyond economical repair, it wouldn't be replaced, and the issue would have to be rectified at the customer's own cost. Aviva said that if the cost of necessary parts exceeded 85% of the cost of the manufacturer's boiler of the same or similar make and model, then it would be deemed beyond economical repair. It said that it wasn't part of its business process to reimburse any private repair costs in the first year. It also stated that once a boiler was declared to be beyond economical repair, it didn't provide insurance, hence its removal of cover in this case.*

*As for the specific facts of the case, it stated that its engineer had attended Mr M's property and confirmed the boiler wasn't working. The engineer advised that a number of parts needed replacing in order to complete a repair and the cost exceeded the amount referred to above. Aviva said that it would have acted to do all it could to repair the boiler before reaching this decision.*

*Aviva also supplied its case-notes relating to this matter. These show that an inspection of the boiler was carried out in August 2023 and that all was clear, and the service was completed. In October 2023 however the notes refer to a leak and then a seal being replaced in November 2023. In early January 2024, notes refer to a visit, the boiler being up and running with no issues reported apart from it losing pressure every 4-5 days. The conclusion was that the filling loop and expansion vessel needed replacement. At the end of January 2024 however, problems with the main heat exchange and fan meant that the boiler had failed. It was at this point that the boiler was deemed beyond economical repair. Aviva*

*noted that the boiler model replacement would be £1,124, and the parts needed would cost around £1,160, so the cost exceeded 85% of the manufacturers retail price.*

*I now turn to the reasons for reaching my provisional decision not to uphold Mr M's complaint. The starting point for cases of this nature is the policy wording, as this forms the basis of the insurance contract between customer and insurer. In this case, the relevant provisions state that if the cost of repair 'exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed BER'. The terms also state that 'During the first six months of cover your boiler will not be replaced under the policy.' The welcome letter makes it clear that 'there is no limit to the amount we will pay per claim providing the boiler is not beyond economical repair.' [In] the general exclusions of the policy, it highlights that the underwriter won't be liable for 'the costs of any work carried out by you or persons not authorised by us in advance'.*

*Whilst I understand Mr M's frustration that the above terms and conditions appear in the detailed documentation, customers are expected to familiarise themselves with the key wording in the policy documents. I can't say that the provision stating that a replacement boiler won't be provided within 6 months of policy inception where a boiler is deemed by Aviva's engineers to be BER is unreasonable. The engineer's case notes in this respect are reasonably detailed and provide the rationale for reaching the conclusion that the boiler was BER. In the absence of persuasive expert evidence to the contrary, there would be no reason to doubt the diagnosis of the problem by Aviva's engineers, and also the cost of remedying the issue.*

*As to reimbursement of private repair costs in the first year, this isn't explicitly stated in the policy terms and conditions. However, Mr M hasn't been able to evidence that a qualified plumber reported fully on the issues identified by Aviva's engineers. The purported invoice for £420 didn't itemise and explain the works carried out, or clearly demonstrate that the boiler was subsequently restored to full working order by simply cleaning out the heat exchange, or indeed provide a date on which the works were carried out. As such, the evidence provided by Mr M isn't sufficient to persuade me that Aviva misdiagnosed the problem and that Mr M's plumber resolved the issue. Nor is it sufficient to persuade me that the cost of any private repairs should be covered by Aviva. Indeed, it contains a number of discrepancies in terms of dates, amounts, payment and VAT. In addition, the policy makes it clear that any such private works would need to have been authorised by Aviva, however this didn't happen and so such repairs would have been excluded from cover in any event.*

*As to service issues and communication failures, Mr M felt that it was suggested by Aviva's engineer that he would be eligible for a free boiler under the policy. I note that Aviva corrected the error on the same day and apologised. I consider that this was an adequate response for such a service error. I also don't consider that any communication issues which arose as a result of the diagnosis and BER decision by Aviva merit a compensation [payment].*

*I appreciate that this will come as a disappointment for Mr M, however I'm required to reach my decision on the basis of the evidence provided by the parties. Unfortunately for Mr M, I find on a provisional basis that on the available evidence, Aviva has been able to show that it acted in a fair and reasonable manner in attempting to repair and in then deeming the boiler to be BER and declining to replace it with a new boiler and in declining to reimburse certain costs which Mr M said that he had paid in order to repair the boiler.'*

*In my provisional decision, I asked both Aviva and Mr M if they had any further comments or evidence which they would like me to consider before I made 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.

Aviva accepted the provisional decision and didn't have anything further to add. Mr M made further detailed submissions which are summarised as follows. He believed that a vital point had been overlooked, being *'professional negligence on the part of [the insurer's agents].'*

Firstly, Mr M considered that Aviva had provided negligent advice regarding relocation of his boiler. He said that its technicians; *'explicitly recommended me to move the boiler to improve access before they would properly assess and repair the ongoing issues.'* He provided a recording of the agents' voicemail recording which confirmed they were waiting for Mr M to finish the building works before they would come round. He said that this followed the need for him to chase Aviva as no-one had shown up for between one and two weeks. He said that given its repeated visits, Aviva was well aware of the risks associated with moving an old boiler with existing issues but failed to warn him of the potential consequences. He said that the relocation led to further damage, and so loss of heating over winter.

I appreciate that Mr M feels strongly that Aviva should have alerted him to the risks of moving his boiler. However, Mr M's complaint letter to this service dated June 2024 makes it clear that Mr M was carrying out a garage conversion, and that he had decided to move the boiler into that converted space. He will no doubt have instructed professional engineers to advise upon and carry out that move. The voicemail evidence confirms only that Aviva would reassess the boiler once the planned move had taken place. I appreciate that Aviva indicated that the new location of the boiler would ease access, however I conclude that it couldn't be held responsible for the move. On the balance of probabilities, I conclude that Mr M had himself decided to instigate this action, and his engineers carried out that removal, and this will have broken any chain of causation.

As for Mr M's argument that the move had led to further damage. Initially he'd said that following the move, the boiler *'continued to malfunction'* and then *'subsequently stopped working altogether'*. However, he subsequently stated that it was found that the problem was simply that the heat exchange required a clean, rather than further physical damage having been caused. I can't say that Aviva could be reasonably expected to foresee and advise upon the limited action ultimately identified by Mr M and don't consider that Mr M has been able to evidence negligence by Aviva in this respect. I also consider that it was entirely reasonable for Aviva to have agreed to further assess the issue following the move. In conclusion, I can't say that Aviva was responsible for Mr M being without heating for some weeks.

Secondly, Mr M has referred to misleading and conflicting information provided by Aviva amounting to professional negligence. He again stressed that he was initially informed by Aviva that he may qualify for a new boiler if the issue was deemed non-repairable, but was later told the opposite, *'citing policy exclusions, which contradicted earlier assurances.'* Aviva acknowledged failings in this respect and apologised for them. The provisional decision dealt with this aspect of Mr M's complaint and agreed that Aviva had been responsible for an error. However, it recognised that Aviva had corrected the error on the same day and apologised.

I remain of the view that Aviva's response was in line with this service's published guidance for the type of service error identified here. I know that this will come as a disappointment to Mr M, and appreciate that for a short time, he felt that he was led to believe that he might receive a new boiler under his insurance policy. I'm satisfied however that this loss of

expectation was recognised and addressed within a reasonable timescale. This service doesn't necessarily expect a monetary award as well as an apology to be given for limited errors of this nature, and I'm satisfied that in this case, an apology was sufficient.

Thirdly, Mr M considered that Aviva had been negligent in failing in its duty of care to the customer. He also referred to '*ethical considerations*'. He said that Aviva was fully aware of his family's personal circumstances and vulnerabilities for three of his family members. Despite this, he said that the family was '*left without heating for an extended period, during freezing winter temperatures*' and said that this demonstrated a serious lack of duty of care and disregard for customer welfare.

I have a great deal of sympathy for the difficulties which Mr M and his family faced in relation to their boiler, particularly in the light of their personal circumstances. I know that the boiler breakdown will itself have caused distress and inconvenience. Unfortunately, however, such circumstances don't alter the substantive conclusion on the key issue, that Aviva have not applied the policy wording in an unfair or unreasonable manner. I remain satisfied that the case notes of Aviva's engineers are reasonably detailed, show that repairs were carried out where appropriate, and provide the rationale for reaching the ultimate conclusion that the boiler was BER. I can't therefore say that Aviva's stance has been unfair or unreasonable based on the available evidence. Mr M's plumber's report is insufficiently clear to counter this conclusion.

Fourthly, Mr M reiterated that the private repairs had indeed been successful following his payment of £500 in additional plumbing costs '*including £420 for the direct boiler repair, which I believe is as clear as it can be apart from the dates which my contractor has already addressed.*' He said that the last Aviva technician who attended his property had confirmed in person that the boiler was not working before and was now fully operational. Unfortunately, Mr M's further submissions didn't address the concerns regarding the invoice which were raised in the provisional decision. To reiterate, it didn't explain the date and nature of works carried out. It was suggested that it included VAT however the invoice didn't show that this was a plumber's VAT invoice. The evidence of payment didn't tally with this amount and appeared to be from a third party and not from Mr M. In the circumstances, I'm not satisfied that the evidence supports Mr M's position. In addition, there was no evidence that the private works had been authorised as per the policy.

Finally, Mr M complained that Aviva had been responsible for professional negligence generally and had not adhered to its internal responsibilities. In this respect, Mr M said that various Aviva engineers, including senior technicians, had visited his property multiple times. He again stated that he wasn't warned of the risks of moving the boiler, and that this was advice that '*should have been obvious to experienced professionals.*' This point has been addressed as above.

Mr M also said that Aviva now distanced itself from '*the misinformation provided by its subcontractors*'. He felt that the engineers were being treated as if they were from a separate company, rather than an integrated part of the service, so he was frequently directed to different departments. When speaking to Aviva's engineers, they seemed unaware of the company's practices and policies. Mr M said that he'd contracted with the relevant company and not individual engineers, and he was unhappy about its internal miscommunication.

Mr M makes a strong point in this respect, and I can appreciate that he was made to feel that he was dealing with two separate entities, rather than a single, coordinated service. Whilst it's appreciated that, as is the case for many insurers, Aviva will have its network of agents and contractors, it's expected that its customers will receive a seamless and integrated service in relation to their policies. Therefore, whilst I don't consider that this merits an award

of financial compensation, I would expect Aviva to take this on board as a learning point for future dealings with its customers, in order to improve the customer experience.

In conclusion, having considered Mr M's further submissions very carefully, I'm not persuaded that Aviva acted in an unfair or unreasonable manner in relation to the substantive issue in Mr M's complaint. As to the acknowledged service error, I consider that Aviva's response by way of apology was also fair and proportionate. In the circumstances, subject to my observations in relation to the learning point for improving the customer experience in future, I'm satisfied that the provisional decision provides a fair and reasonable outcome to the matter.

### **My final decision**

For the reasons given above, I don't uphold Mr M's complaint and I don't require Aviva Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 April 2025.

Claire Jones  
**Ombudsman**