DRN-5511603

The complaint

Mr H complains about how Aviva UK Digital Limited T/A Quotemehappy.com handled a claim he made under his home emergency insurance following his boiler breaking down. He believes he was mis-sold home emergency insurance.

What happened

On 27 June 2024, Mr H used an online price comparison website to research the insurance market for a household insurance policy. After comparing the market, Mr H incepted a buildings and contents policy with Aviva. Based on the level of cover that Mr H had purchased online, Aviva said it included home emergency cover at no additional cost.

After taking out his policy with Aviva, Mr H's LPG boiler broke leaving him without heating and hot water. He contacted Aviva to make a claim under his home emergency policy. But it informed him that LPG boilers were excluded under the terms of the home emergency policy. So, it stated it wasn't able to provide emergency assistance to Mr H.

Mr H instructed a contractor to attend his property and repair his boiler. He funded that repair himself and paid £450. He complained to Aviva that it had acted unreasonably in declining to assist him under his home emergency insurance.

Aviva didn't uphold Mr H's complaint and issued its final response on 27 November 2024. Within this correspondence Aviva explained that issues relating to LPG boilers were excluded under the terms and conditions of the home emergency policy. It stated this was clearly outlined in the policy documents that Mr H would have received after incepting his policy. And it stated that Mr H would have seen information online prior to purchasing his policy outlining that there was no home emergency cover for LPG boilers.

Mr H was dissatisfied with Aviva's response to his complaint. He argued that he was unaware of the lack of cover for LPG boilers and stated he wouldn't have purchased the home emergency insurance policy had he known LPG boilers weren't covered. So, he referred his complaint to our service.

Our investigator looked into what had happened but they didn't uphold Mr H's complaint. They were persuaded Aviva had provided correct information about the limitations of cover under the home emergency policy in relation to LPG boilers via the policy terms. And they thought the information that was presented to Mr H prior to his purchase of the policy showed that LPG boilers weren't covered under the home emergency policy. So, they didn't recommend Aviva take any further action to resolve this complaint. But Mr H disagreed and requested an ombudsman's decision. So, I've been asked to decide the fairest way of resolving this complaint.

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'm sorry to hear about the difficulties Mr H experienced when his boiler broke. I know he feels very strongly about this matter and I can appreciate that being informed that his boiler was excluded from his home emergency policy must have been frustrating and disappointing. It's clear Mr H has incurred expense in having his boiler repaired, which he's unhappy about. But while I sympathise with Mr H, the issue that I must determine is whether Aviva made a mistake, or treated him unfairly, such that it needs to now put things right.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I've read and considered all the information provided by Mr H and Aviva, but I'll concentrate my decision on what I think is relevant to decide the complaint. If I don't comment on any specific point, it's not because I've failed to take it on board and think about it, but because I don't think I need to comment on it to reach what I think is the right outcome.

It's clear from what Mr H has told out service that he believes he was mis-sold the home emergency insurance policy and that he paid for that policy to be provided. However, Aviva has provided evidence, which I accept, that confirms that home emergency cover was included as standard due to the level of cover that Mr H had purchased. Based on the evidence I've seen, I'm satisfied Mr H did not incur a separate standalone cost in Aviva providing home emergency cover.

As I mentioned in the background to this complaint, Aviva declined to assist Mr H in relation to his boiler breaking down when he contacted it to request an emergency visit under the home emergency section of his household insurance policy. Mr H asserts that Aviva acted unfairly here. So, I've considered the rationale for its decision and what the terms of the home emergency policy say.

Aviva explained to Mr H that LPG boilers are excluded under the home emergency cover section of its policy. It's clear from the available evidence that Mr H accepts that this is the rationale Aviva provided. However, he disputes that this is in line with the policy terms.

Having carefully considered the policy terms that relate to home emergency cover, I'm persuaded they outline in clear, intelligible language that a *"breakdown of the natural gas boiler and/or central heating system"* is covered. LPG boilers use liquid petroleum gas as their fuel source instead of natural gas supplied by the mains. The policy sets out that this type of boiler isn't included within the remit of the home emergency policy. It follows that I'm satisfied Aviva didn't act unfairly in declining to provide home emergency assistance after Mr H reported an issue with his LPG boiler.

Mr H complains that he was unaware that LPG boilers were excluded from his home emergency policy. So, I'll focus on that issue next.

In this case Mr H purchased his policy via a price comparison website. I'm satisfied the sale was conducted on a non-advised basis. I say this because Aviva didn't recommend the policy or provide Mr H with any advice as to the suitability of the cover he was selecting. There was no interaction between Mr H and Aviva prior to the point of sale.

The fact that the sale was non-advised is crucial as this means Aviva didn't need to make sure that the policy it sold was suitable for Mr H's needs. It had a responsibility to provide information that was clear, fair and not misleading so Mr H could make an informed decision on whether the policy was suitable for him. The responsibility for ensuring he had the cover he required therefore rested on Mr H.

Like many insurers that advertise policies for sale on a price comparison website, Aviva provides a brief list online of the features and exclusions of the policy. It said it isn't able to list every instance online where a claim won't be covered, which isn't unreasonable. Instead, it provides policyholders with a brief list of scenarios in which a claim will be met as well as policy exclusions that apply.

Prior to responding to this complaint Aviva undertook a dummy quote using the price comparison website Mr H used to compare the insurance market in efforts to understand what information was available about the policy prior to the point of purchase. It's provided screenshot evidence to our service confirming this. I'm aware that Mr H disputes the content of the screenshot Aviva has provided. But he hasn't been able to provide evidence showing that information was presented to him differently or confirming that the screenshot is false or inaccurate. Aviva's confirmed there've been no changes to how information has been presented online since the policy was incepted. I'm persuaded that the screenshot provided by Aviva represents what Mr H would have seen prior to purchasing his policy.

The screenshot shows that, prior to purchasing a home insurance policy with Aviva via the price comparison website Mr H used, a customer is presented with information about the benefits of home emergency cover. They are also provided with examples of exclusions under the policy. One of the examples on the screenshot shows that *"LPG (Liquid Petroleum Gas)"* claims aren't covered by under the home emergency part of the policy. While Mr H may not have seen this information prior to incepting his policy, I'm satisfied Aviva was transparent in providing this to him at a stage where he could have decided not to proceed with purchasing the policy.

Following the purchase of a policy, Aviva makes a copy of its terms and conditions available to a policyholder. I'm satisfied that Mr H would have been able to download and access the terms of the policy via Aviva's online portal at any stage subsequent to the policy being purchased. However, I also add that the policy booklet is available to view online by simply searching for it.

I've carefully considered the policy booklet that Aviva has provided to our service. Mr H doesn't dispute that this policy document comprises an accurate portrayal of the terms and conditions that were in place at the time he incepted his policy. And Aviva has confirmed there's been no change since Mr H's policy commenced.

The policy booklet sets out in detail the policy exclusions and the remit of cover under the home emergency policy. It's intended to provide much more information to a customer than they'd see online when taking out the policy through a price comparison website.

It's a customer's responsibility to review the documentation provided by an insurer after purchase. And this is important because it enables a policyholder to make an informed decision about whether the policy they've purchased provides adequate cover. This is why insurers offer a cooling off period – during which a policyholder can cancel they policy they've taken out without a financial penalty.

I'm satisfied that it's reasonable to expect Mr H, like any policyholder, to read the documents and policy wording he received in order to ensure the home emergency policy he'd purchased remained suitable to his needs and matched the cover he required.

I've already explained that the policy terms that relate to home emergency cover outline in terms which are clear and not misleading that there is no cover for LPG boilers. I'm persuaded that, if Mr H had read the documentation he received, he'd have seen the limitations and policy exclusions that applied here. And, had he been unsure, he could have addressed any queries directly with Aviva and exercised his right to cancel his policy without penalty during the cooling off period. He could have then taken out more suitable cover elsewhere. I hope Mr H will understand but I can't fairly hold Aviva responsible if he didn't realise that his LPG boiler wasn't covered when this information was clearly presented.

I appreciate that Mr H isn't happy that the home emergency policy didn't provide cover when he needed it. But, having considered the sales process and the policy terms and conditions, I'm satisfied Aviva provided information to Mr H that his LPG boiler was excluded under the terms of the home emergency policy in a clear and fair way to enable him to make an informed choice about whether the cover he'd purchased was suitable This means I don't think the policy was mis-sold.

I recognise that Mr H feels very strongly about the issues raised in this complaint and I've carefully considered everything they've said. But for the reasons outlined, I'm satisfied that Aviva has acted fairly and reasonably here. So, I'm not going ask it to do anything further to resolve this complaint.

I realise Mr H will be disappointed with my decision. But this now brings to an end what we, in trying to resolve his dispute with Aviva, can do for him. I'm sorry we can't help Mr H further on this.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 23 September 2025.

Julie Mitchell
Ombudsman