

The complaint

Mr B complains about the way Aviva Insurance Limited handled his home emergency policy, and that it unfairly excluded his boiler from cover.

What happened

Mr B took out a boiler cover policy with Aviva, as part of the terms a boiler health check had to be completed. When this was done, Aviva said the boiler had failed the health check and needed a repair. Mr B paid for the repair. He assumed, having done so, that the boiler cover could then start as per the terms of the policy.

A few days after he'd had the boiler repaired, Mr B received a letter from Aviva. This confirmed his boiler had failed the health check, and it said as a result, the policy wouldn't provide cover for it. It reduced the premium accordingly. Mr B said he contacted Aviva to query this, as it hadn't been his understanding.

Shortly after, Mr B's boiler had another fault, Mr B contacted Aviva and asked if it could come and look at the boiler again, concerned the issue now was linked to Aviva's initial repair.

The issue turned out to be a separate one. Aviva quoted a cost of repair which Mr B accepted; the repair was carried out. But Mr B complained about how Aviva had handled matters. He said Aviva hadn't been able to give him an explanation as to why his boiler failed the health check, and he considered it to be in good working order. He further said that had Aviva been clear with him before the first repair that cover for the boiler still wouldn't be provided once the repair was done, he'd have likely gone elsewhere for his repairs. He says this would likely have saved him money.

Aviva didn't accept it had done anything wrong; it was satisfied it had told Mr B that cover wouldn't be provided.

Unsatisfied with that response, Mr B referred his complaint to the Financial Ombudsman Service for an independent review. As a resolution, he said he wanted the cost of the two repairs (around £900) to be reimbursed.

Our Investigator didn't think Aviva had acted unfairly. Mr B asked for an Ombudsman to consider matters. He said he still hadn't had a satisfactory answer as to why the boiler failed the health check.

In June 2025, I issued a provisional decision on this complaint. In it I said I didn't think Aviva had acted unfairly in declining cover for the boiler, but I didn't think it had been clear with Mr B that it had taken the decision to remove the boiler from cover. As such I said I intended to decide Aviva should pay some compensation for the confusion it caused him as a result of its poor communication. But I didn't think Aviva needed to reimburse Mr B what he'd paid for the repairs to his boiler. A copy of my findings are below.

Did Aviva fairly consider the boiler to have 'failed' the health check?

I think on balance that it did. I accept Mr B considered his boiler to be working well, he says the fault identified by Aviva at the health check didn't need an immediate repair. And the second fault that happened a few weeks later was unrelated to the first.

Ultimately though, Mr B hasn't presented anything, from a suitably qualified engineer, that persuades me Aviva was unreasonable in failing the boiler at the health check. It was the professional opinion of the engineer who attended the health check that the boiler was not in a good condition. I find that is reasonable for Aviva to rely on that opinion to exclude the boiler from cover.

The policy terms say that in some instances, cover will be paused whilst a repair is carried out (at a policyholder's own cost), but once done, cover will resume. But the terms do also say that in some instances, whilst Aviva will carry out the repair privately, the boiler will still be excluded from cover. Which is what has happened in Mr B's case.

So as I'm satisfied Aviva can fairly rely on the engineer's view of the boiler, it follows that under the terms, Aviva is entitled to refuse cover, even if the necessary repair highlighted at the health check has been completed.

However, Aviva should have made clear to Mr B at the health check, or shortly after, that the boiler would be excluded from cover, even if Mr B paid Aviva to carry out the repair it highlighted. I say this because Mr B was entitled to make an informed choice about whether to let Aviva carry out the repairs, at his expense, if it was still going to refuse cover. So, I've considered this below.

Did Aviva make clear the boiler wouldn't be covered even once the repair was carried out?

I intend to decide that it didn't. I've listened to the phone calls between Mr B and Aviva after the boiler health check, but before that first repair was carried out (which happened on 11 November 2024). No Aviva agent confirmed that the boiler would still be excluded from cover even though Mr B was paying for the repair needed.

I've also listened to Mr B's calls with Aviva on 14 November 2024. In that call he explained to the agent that he'd received two letters (dated around ten days earlier) which said the boiler wouldn't be covered as it had failed the health check. Mr B asked if that was a mistake, given he'd already had the remedial work recommended from the health check. I'm satisfied from listening to that call that Mr B was unaware the boiler would be excluded from cover, even with the remedial work done. Whilst I accept Aviva's letter was dated shortly after the health check, I intend to decide that it still failed Mr B in not communicating clearly with him.

Letters are not immediately received, and under the terms of the policy, Mr B only had 28 days from the health check to get the repair done by Aviva if he wanted cover for his boiler, which he did. So, I think it was Aviva's responsibility to make sure it communicated in a timely way with Mr B. The engineer could have told Mr B at the health check that the boiler had failed, and cover wouldn't be reinstated, or Aviva could have confirmed this when booking in repairs. As none of those seems to have happened, I think Aviva failed to inform Mr B of the position before he agreed to go ahead with the initial repairs.

This Service seeks to put consumers in the position they would have been in (or as close as possible) had the error not occurred. Mr B says he's lost out as a result, as he might have been able to get the works done cheaper elsewhere, so he wants the repair cost refunded. I accept he might have been able to find a cheaper repair from getting quotes from other boiler engineers. However, I don't think its reasonable for Aviva to refund the entire cost of

the repair. I accept Mr B might not have gone ahead with the repair at that time had he known there would be no future cover under the policy, but he does now have the benefit of the repair being done, so it wouldn't be fair if he essentially gets this for free.

Mr B also hasn't provided anything to support his claim that he could've got the repair done cheaper elsewhere, it's possible it actually might have cost him more for a different boiler engineer to do the same repair. However, even with all of that considered, I accept Mr B's frustration at not having the full facts in front of him, and therefore him not being able to decide on the best course of action. As such I think Aviva should pay some compensation to Mr B. I'll return to that later on in the decision, once I've considered what happened next, as Mr B says Aviva should also reimburse him for a second repair cost he paid.

Should Aviva refund the second repair costs?

On 19th November, there was a further call between Mr B and Aviva, I'm satisfied that in this call, Aviva was clear that cover for the boiler wouldn't be reinstated, even though Mr B had had the recommended repair.

On 24 November, Mr B had no power to his boiler, so he contacted Aviva again. From the calls it seemed Mr B thought the lack of power to the boiler might be linked to the initial repair. And so he asked for another Aviva engineer to come out and look at the boiler. I can see why Mr B would've had that impression, having faced another issue with his boiler so soon after the previous repair. However, from what I've seen, its accepted by the parties that the second fault was an unrelated issue. As such, given Mr B was aware the boiler was excluded from cover on the policy when this repair was arranged, I intend to decide it wouldn't then be fair and reasonable to ask Aviva to cover the cost of it.

Compensation for Aviva's failure

I think Mr B has been caused unnecessary distress and inconvenience by Aviva not being clear about the result of the boiler health check. This caused Mr B frustration in that he had to call a couple of times to clarify the position, it also means he wasn't given the opportunity to shop around for a cheaper quote or simply leave the boiler without carrying out the recommended repair. As such, I think Aviva should pay Mr B £100 compensation to reflect the unnecessary trouble and upset caused.

Aviva accepted the findings of my provisional decision, Mr B didn't. He said he still wasn't satisfied Aviva refused cover for the boiler, even though the repair was carried out. He said he didn't think Aviva's engineer had made that decision, and it was done by Aviva without any technical backing. He further said Aviva hadn't proved his boiler was in bad condition and he shouldn't have to bear the cost of proving his boiler is in good working order. He said, had Aviva not unfairly excluded the boiler from cover, the second repair cost would've been covered.

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 understand Mr B's frustration with all of this, he wanted cover for his boiler, should things go wrong, and he now doesn't have that. But I'm not satisfied that means Aviva has treated him unfairly in excluding his boiler from cover. Having received some comments from Aviva about why the boiler failed, I did refer back to it to ask for more detail on why the boiler was excluded from cover. It said it was the engineer's assessment that the boiler, and the pipework, was in a poor condition. And Aviva's terms allow it to exclude boilers from cover, following a failed health check, if it doesn't want to take on the risk of insuring it.

Ultimately, insurers are entitled to decide which risks they want to insure, and which they don't. I've seen nothing to suggest Aviva's engineer failed Mr B's boiler unfairly. And I do have to consider that Mr B's boiler had a fault at the health check, and developed another, seemingly unrelated fault shortly after. That to me, doesn't support his position that the boiler was most likely in good health.

I understand Mr B doesn't feel he should have to pay for a report on his boiler, proving its condition. But I also have to consider what is fair for Aviva. I don't think it would be reasonable for Aviva, having had an engineer already assess the boiler, to bear the cost of having it assessed again by another engineer. Aviva is entitled to rely on the opinion of its engineer to decline the cover – which is what it did. And I've already set out above, and in my provisional findings, that I don't think that was an unfair position for it to take. As such, I'm not going to require it to accept the boiler onto the policy, or reimburse Mr B for his second repair costs.

Aviva has caused confusion by not communicating clearly with Mr B. I'm satisfied an award of £100 compensation reflects the unnecessary distress and inconvenience it caused.

My final decision

My final decision is that I uphold this complaint and I direct Aviva Insurance Limited to pay Mr B £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 August 2025.

Michelle Henderson
Ombudsman