

The complaint

Mr P has complained about the service provided by Aviva Insurance Limited under a home emergency policy.

What happened

In May 2023 Mr P had his boiler serviced by an engineer sent by Aviva. The heat exchanger in the boiler was removed and serviced.

In 2024 Mr P's boiler wasn't serviced as Aviva didn't schedule for this to happen.

In January 2025 Aviva's engineer attended to service the boiler. The engineer said that it was not possible to carry out the service as a bolt had broken off the heat exchanger. The engineer said that the bolt had likely broken off due to wear and tear.

Although the boiler continued to work, no future services or repairs could be made to it as the heat exchanger cannot be replaced. As a result of this Aviva cancelled Mr P's policy. Mr P complained – he didn't accept that the bolt on the heat exchanger failed due to wear and tear. Rather his opinion is that the bolt was broken by the engineer at the 2023 service.

Aviva didn't find there was any fault on the part of its engineer and said that the failure of bolts from wear and tear couldn't be predicted by past servicing.

Unhappy, Mr P referred his complaint to our Service. Mr P is represented but for simplicity I will just refer to representations as having been made by Mr P. Likewise references to Aviva include its authorised agents.

The investigator didn't recommend that the complaint be upheld. They explained that this Service is unable to consider his complaint about the service plan, only that about the insurance policy for the boiler. They concluded that it was reasonable for Aviva to find that the boiler was beyond economic repair and to arrange for a replacement for which Mr P would need to pay. They didn't recommend that Aviva do anything further.

Mr P appealed. He felt that Aviva's engineers should have changed the boiler pre covid. He said that they should have investigated why the boiler was breaking down. He submitted photographs of the damaged bolt.

As no agreement has been reached the complaint has been passed to me to determine.

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'd like to reassure Mr P that whilst I've summarised the background to this complaint, I've carefully considered all the submissions made. In this decision though I've focused on what I find are the key issues here. Our rules allow me to take this approach. It simply reflects the informal nature of our service as a free alternative to the courts.

I recognise that Mr P will be disappointed by my decision, but I agree with the conclusion reached by the investigator for the following reasons:

- As has been explained to Mr P, this Service is only looking at his complaint regarding the contract of insurance – I have no power to look at the service agreement that he had with Aviva as this is not a regulated activity.
- Mr P's policy promises that *'for your LPG/Gas boiler there's no limit to the amount we'll pay per claim, as long as your boiler isn't Beyond Repair. For all other claims there's a generous £4,000 repair limit. Beyond Repair is defined as: When making a Claim, the parts required are not available within 28 days, are no longer manufactured or the retail cost of the parts needed to Repair the appliance exceeds 85% of the retail cost of a new appliance. Parts are sourced through our suppliers. A similar appliance will be used to assess the appliance value if your exact model is no longer available.*
- I've looked carefully at the evidence that Aviva has relied on to say that the boiler is beyond repair. It relied on evidence from its engineer that bolts had failed through corrosion, which it said was normal wear and tear. The engineer's note says: *Upon arrival found bolt missing from heat exchanger, bolt has corroded and snapped off, main heat exchanger would be required in order to repair which is obsolete, checked no sign of any readings within boiler, warning notice issued, and boiler isolated, new boiler required.* I understand that the policy was cancelled due to this report.
- I haven't disregarded Mr P's submission that the engineer snapped a bolt, and his comments regarding the history of visits. I do have sympathy for Mr P's position, but the evidence before me doesn't support that damage was caused by the engineer or that the boiler failed due to negligence on the part of Aviva's agent. As the boiler is 18/19 years old I'm currently persuaded that the bolt failed due to corrosion. Of course, should Mr P wish to get further evidence from a qualified engineer, he should submit this to Aviva for its consideration.
- Mr P's policy provided that if a boiler is over 7 years old, Aviva would arrange a replacement, but the policyholder is required to pay for the installation costs (including parts, labour and VAT). So Aviva's requirement that Mr P pay the installation costs was in accordance with the policy terms.
- On the evidence before me therefore I can't conclude that Aviva treated Mr P unfairly or contrary to his policy terms when concluding that the boiler was beyond repair due to wear and tear. I am sorry that my decision doesn't bring Mr P welcome news.

My final decision

For the reasons given 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 P to accept or reject my decision before 26 November 2025.

Lindsey Woloski

Ombudsman