

The complaint

Ms M has complained about Aviva Insurance Limited's handling of a claim she made under her HomeServe home emergency policy.

Ms M is being represented with this complaint. But for ease, I will refer to all actions and comments as being those of Ms M. References to Aviva include its authorised agents.

What happened

The details of what happened are well known to both parties. I will summarise them here.

- Ms M took out boiler cover, underwritten by Aviva, in August 2024.
- A boiler 'health check' was completed as a requirement for the cover. Unfortunately, the boiler failed, and remedial work was needed. At a cost of over £200 to Ms M.
- Further boiler issues were identified and call outs (under the terms of the policy) in early 2025, which Ms M had to pay a policy excess for.
- The boiler was subsequently deemed beyond economic repair (BER) with Ms M being given a quote for replacement, which she wasn't happy with.

Ms M complained to Aviva. She said the boiler should have been deemed BER sooner, saving her costs. She was also unhappy about the replacement boiler costs and installation costs, being dealt with separately.

Aviva responded to say the health check had been carried out correctly, fairly, no errors were made and any charges had been applied fairly. They said when the boiler was deemed BER (due to an internal leak) this wouldn't have been found during the initial health check.

Ms M remained unhappy and brought her complaint to our Service for a review. Our Investigator thought Aviva had acted fairly and hadn't made any error.

As no agreement was reached, the case has been passed to me to decide.

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.

Having done so, I agree with the Investigator that this isn't a complaint that should be upheld. Let me explain why.

Ms M's policy explains that for Aviva *"to complete a claim, your boiler/system needs to have passed its Boiler Health Check"* within 90 days. Aviva have shown that in order to pass this (and the cover continue) faulty electrodes needed to be replaced at a cost to Ms M.

I haven't been provided with any evidence to show this wasn't correct and I can see Ms M paid this and the boiler cover continued.

A claim was then made at the start of 2025 due to intermittent hot water, and this was resolved, and an excess charged. After a further claim in March 2025, an engineer attended but deemed the boiler BER. They said this was because the "*heat exchanger was found to be leaking onto other parts inside the boiler*". The cost for the parts to repair this, saw the boiler deemed BER. I have not been provided with any evidence to suggest this was the wrong decision.

Ms M is obviously understandably frustrated that she had to pay for initial remedial work and then excesses, only for the boiler to be deemed BER. However, I haven't been provided with any evidence to show this decision should have been made sooner or that any issues should have been identified sooner. They appear to have been separate matters and Aviva have said that there was no evidence of the leak identified in March 2025, when the boiler health check was completed seven months prior.

Although Ms M didn't respond to this point following the Investigators view, I have considered her original complaint point that the installation costs for the replacement boiler have been unfairly applied. I don't agree.

The policy terms and conditions are clear that if a boiler is deemed BER, Ms M is liable to pay the installation costs for the replacement. These also go on to give an example of what these installation costs could be.

I have reviewed the quote, and I don't find it excessive or unreasonable. I do accept Ms M was able to find a cheaper quote – but this doesn't mean this one was unfair. And having compared them, as the Investigator did, they don't appear to be significantly different when you consider that the quote through Aviva's partner including relocation as they deemed necessary.

In summary, I am not persuaded that the boiler should have been deemed BER in any of the earlier visits by engineers. I appreciate Ms M is frustrated this happened after only seven months of cover, but I am satisfied Aviva acted fairly and in line with the policy terms. I am also satisfied that Ms M was fairly required to pay the installation costs for the replacement boiler.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 8 January 2026.

Yoni Smith
Ombudsman