

The complaint

Mr C complains about the level of service provided by Aviva Insurance Limited after incepting a boiler insurance policy.

While Aviva are the underwriters of the policy, HomeServe administer it. Therefore, for ease of reading, I've referred to HomeServe throughout my decision.

What happened

The details of the complaint are well-known to the parties, so I won't repeat them here. Instead, I'll focus on the reasons for my 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.

Mr C incepted an insurance policy with HomeServe. This covered his heating, plumbing, electrics and a boiler – subject to a boiler health check. Following the health check, HomeServe downgraded the cover by removing the boiler from the policy. It said the boiler was found to be in poor condition due to a leak and corrosion.

Mr C said the boiler was almost new and in good condition. He said the engineer told him during the health check the entire policy would be cancelled due to a cylinder, rather than a problem with the boiler. Mr C later complained to HomeServe. He says, in brief, money was taken from his account after being told the policy would be cancelled, HomeServe provided conflicting information, and he's evidenced his boiler was in good condition. Mr C thinks HomeServe should offer him the cover originally agreed and compensate him.

My review has determined HomeServe's decision not to offer Mr C boiler cover was fair, reasonable and not contrary to the evidence. I say this for the following key reasons:

- I am satisfied the policy makes clear a boiler health check must take place to ensure a boiler meets HomeServe's eligibility and condition criteria. This is a standard policy condition, for all customers, and so it follows I am satisfied HomeServe treated Mr C fairly when carrying out a health check, and not any differently to any other customer.
- The health check failed which impacted the policy. This failed due to the condition of the boiler as a leak and corrosion was noted by the engineer. Mr C argues the boiler was almost new, in good condition, and he provided evidence from the manufacturer which he says supports his position that HomeServe's engineer, and its subsequent policy decision, was unfair. But the evidence Mr C provided is a job report from the manufacturer which confirms the job description as a "water leak" and an air vent was replaced. This doesn't comment on the condition of the boiler. Rather, I find this supports HomeServe's conclusions during the health check which led to its decision not to cover Mr C's boiler. It follows I don't find Mr C's evidence shows HomeServe's findings – which were supported by photos – were inaccurate or reached in error.

- I've reviewed the level of service HomeServe provided Mr C. Some confusion was caused over the reason(s) why the health check failed, and the next steps for the policy. HomeServe sent Mr C a letter on 30 October 2024 setting out the health check failed, and cover would be downgraded. However, Mr C later said a payment was taken from his account for the policy, which came as a surprise given what he says the engineer told him, that the policy would be cancelled. This led to Mr C contacting HomeServe to make further enquiries. But in any case, while some confusion evidently occurred, HomeServe has acknowledged this and apologised to Mr C for any inconvenience caused. I am satisfied this was satisfactory and proportionate.
- Mr C also said HomeServe is likely selective in its offer of cover to households based on undisclosed criteria, but I've set out why I find HomeServe treated Mr C fairly following the health check. Mr C also raised concerns with internal training, requested HomeServe disclosed statistics on applications it's declined in the past, and the reasons for doing so, and our Service should fine it. It's not the role of this Service to require a firm to update training material, disclose wider statistics, nor punish or discipline a firm through issuing fines. It follows I don't require HomeServe to take any action in respect of this complaint.

In conclusion, I find HomeServe treated Mr C fairly, so it follows I don't uphold the complaint. My decision ends what we – in attempting to informally resolve Mr C's complaint about HomeServe – can do for him in this specific complaint.

My final decision

For the reasons mentioned above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 31 December 2025.

Liam Hickey
Ombudsman