

The complaint

Mr C has complained about Aviva Insurance Limited's handling of a claim he made under his HomeServe home emergency policy.

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.

- Mr C reported a fault with his boiler in February 2025.
- He says he was misadvised on the phone, which led to an engineer visiting to repair the issue. Which Mr C says cost him £140, which he shouldn't have had to pay.
- Mr C is also unhappy that he was told during a boiler health check, that his boiler didn't qualify for cover. He says this should have been identified when he applied for the cover.

Aviva responded to say that Mr C had not been misinformed over the phone, that the £140 charge was fair and that they couldn't have told him any sooner that his boiler didn't qualify for their cover.

Mr C remained unhappy and brought his complaint to our Service for a review. Our Investigator thought Aviva had acted fairly, she said the agent didn't provide misinformation and they hadn't done anything wrong when Mr C took out the cover.

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.

Mr C took the cover out in January 2025, which would protect his home's boiler, heating system, plumbing, drainage, electrics and more. He called to report a fault (low pressure warning) with his boiler on 4 February 2025.

Mr C says he was misadvised during this call and "*not told to turn the tap off when the appropriate levels had been reached*". However, having listened to the call I don't think the advisor did anything wrong. Mr C told them that the matter had been resolved and the

advisor wasn't given the opportunity to follow the advice process. I am satisfied they acted fairly during the call and are not responsible for Mr C needing an engineer to attend.

Mr C's policy explains that for Aviva "*to complete a claim, your boiler/system needs to have passed its Boiler Health Check*". And says clearly on page one, "*Don't forget, you need to book a Boiler Health Check within 90 days of buying your policy*". As this hadn't been completed at the time of the visit (understandably as the policy had only been recently taken out), Mr C was liable for the repair charge.

The health check was completed during the engineers visit but didn't pass. As Mr C was told the boiler was not of a specification that the policy would cover. Whilst I appreciate Mr C was unhappy he wasn't advised of this sooner, I can't say Aviva have done anything wrong here.

The evidence I have been given doesn't show that they were given the boiler's specification and details either during the application or the initial call. I therefore can't hold them responsible for not knowing the boiler would be excluded from cover, until they completed the check.

In summary, I am satisfied the advisor made no error during the call with Mr C or misadvised him leading to the repair cost. I have also been provided with no evidence that Aviva should have known prior to the boiler health check, that Mr C's boiler would be excluded from cover.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 19 December 2025.

Yoni Smith
Ombudsman