

The complaint

Mr A complains that Aviva Insurance Limited (“Aviva”) declared his boiler to be beyond economical repair and told him parts required for the repair were obsolete, under his home emergency insurance policy.

What happened

Mr A had home emergency cover with Aviva. In October 2025, Mr A contacted Aviva to report a problem with his boiler. It sent an engineer to inspect. The engineer said the parts required for the repair were obsolete, and Mr A’s boiler was in excess of seven years old, so declared the boiler beyond economical repair (BER). Mr A decided to replace the boiler, at a cost of almost £2,000.

Mr A was able to find the parts the engineer said were obsolete for sale online. Mr A says Aviva should pay for the new boiler because he didn’t think the parts were obsolete. Aviva contributed £500 towards the replacement boiler, which is what the policy said it would do where it deemed a boiler was BER.

Mr A wasn’t happy with the service received so he complained to Aviva. Aviva said the engineer attended the property and identified that there was an issue with the ignition wire which was obsolete. A further visit was arranged at which a number of other issues were noted with the boiler so it was deemed BER. Aviva issued a £500 contribution towards a replacement boiler in line with the policy terms. It said it wasn’t able to source the required parts from its supplier since the parts were confirmed as obsolete.

Mr A wasn’t satisfied with the response from Aviva and referred his complaint to this Service. Our Investigator considered the evidence but didn’t uphold the complaint. He said he was satisfied Aviva had acted in line with the terms of the policy and didn’t recommend it take any further action.

Mr A didn’t agree citing contractual interpretation, fairness and insurance law principles. The complaint 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.

I should explain that I won’t be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I’ve focused on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve disputes quickly, and with minimum formality. However I want to assure both parties I’ve read and considered everything provided, including Mr A’s detailed response to the Investigator’s view.

I’ve considered the relevant parts of Aviva’s policy and I’ve quoted these below.

Mr A's policy says, "*Home emergency cover provides you with assistance for a sudden and unforeseen event such as the breakdown of your main heating system.*" Mr A reported an issue with his boiler, which left him with no heating or hot water. So, I'm satisfied that Mr A has shown he had a valid claim on the policy.

Aviva's engineer said the boiler couldn't be repaired because it couldn't obtain the parts. Mr A was later able to find the parts online. I have considered the claim notes which say, "*multiple issue with boiler. Intermittent ignition boiler running. Short circuit wire harness. Ignition cable not good condition. Wire harness and ignition cable. Both parts obsolete. BER.*"

The terms of the policy say;

"We will also declare the main heating system as "beyond economical repair" if we are unable to obtain the required manufacturer's spare parts from reputable suppliers within 28 days". The policy goes on to say, "if we declare your main heating system as beyond economical repair, we will contribute £500 towards a replacement".

I think the terms are clear that where a part cannot be obtained by Aviva the main heating system is deemed beyond economic repair. And where this happens Aviva will contribute £500 towards a replacement – which is what happened here. Mr A wants Aviva to pay for the cost of his new boiler but this isn't something that his policy provides for.

Mr A says the relevant parts could be purchased online so he doesn't understand how Aviva can say they are obsolete. Aviva works with a number of suppliers in order to source its parts. I have seen correspondence from the supplier that says it's not able to obtain the parts. And I think it's fair for Aviva to rely on this information. I wouldn't expect Aviva to source its parts from online retailers without any checks or due diligence. I expect most insurers have established relationships with suppliers with agreed rates, given the volume of parts it will buy. I can also see from the claim notes that Mr A's boiler was well in excess of seven years old so I accept that Aviva's suppliers did not have the parts available.

Mr A says the required parts were available to purchase online. However Mr A decided to replace the boiler. If Aviva was wrong to say the boiler parts were obsolete, it wasn't necessary for the boiler to be replaced and Mr A knew this before he replaced the boiler.

I understand Mr A is unhappy and frustrated that Aviva said the parts were obsolete and declared his boiler BER – and he wants it to pay for his new boiler. But I don't think the policy provides for this.

Having considered all of this, I think Aviva treated Mr A fairly when relying on the terms of its policy and contributing £500 towards a new boiler. As a result I am not upholding this complaint or requiring Aviva to do anything further.

My final decision

For the reasons I have given, it is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 7 April 2026.

Kiran Clair
Ombudsman

