

## **complaint**

Mr and Mrs P are unhappy with the service provided by Aviva Insurance Limited in relation to their central heating insurance policy.

## **background**

Aviva uses claims-handlers to deal with claims on their behalf. Any reference to Aviva in this decision should be read as including those claims-handlers that Mr and Mrs P dealt with.

Mr and Mrs P contacted Aviva at the end November 2017 to report a fault with their boiler. An engineer attended and identified that a number of parts were required to complete a repair. However, one of the required parts was obsolete and no longer available. Aviva deemed the boiler to be beyond economic repair ("BER") and paid Mr and Mrs P the sum of £200, and ended the policy, in accordance with the policy terms and conditions set out below:

*"Obsolete Parts - We use reputable suppliers who stock the usual parts required to fix most boilers. However if, when attempting to fix your boiler we find that the relevant manufacturer's spare parts are not readily available after a reasonable search of our stockists or that parts may be available but will take longer than 28 days to source, we will not be able to complete your repair. In this event we will deem that we can no longer offer you Gas Central Heating Breakdown cover and will make a contribution of £200 towards the cost of a new boiler. Your policy will be cancelled".*

Aviva also paid Mr and Mrs P £30 to buy an electric heater to use until the new boiler was installed.

Mr and Mrs P say Aviva has breached its contract with them. They are unhappy that Aviva failed to carry out an annual service in 2016, and was unable to repair their boiler. They say the engineer that attended was biased and made a false report about their boiler. They had to have a new boiler installed, even though they say the part required was still available; and are also unhappy with the time this took. Mr and Mrs P say if the boiler had been serviced as required under the policy, they would not be in the position they were in. Mr and Mrs P have asked for a refund of the premiums they'd paid for the policy up to November 2017, of £195 because there had been no annual service since January 2017 and so Aviva had not maintained their boiler for the 10 month period that they paid that money.

Aviva said that the boiler was serviced in January 2016 and February 2017.

One of our adjudicators looked into the matter. She told Mr and Mrs P that the annual service does not form part of the insurance cover and so we can't look into any concerns about this. She also explained that we can't consider the time taken to install the new boiler, as this is also not done under the insurance policy. The adjudicator also said that as the policy had started in January 2017 and was due to expire anyway on 4 January 2018, no premium refund was due, as they had paid £195 of the annual cost of £234. No payments were made for December 2017 or January 2018, therefore no refund was due.

Mr and Mrs P do not accept the adjudicator's assessment and say she has not understood or addressed their concerns properly. They say the service carried out in January 2016 was for the 2015 policy year; and previous years were not carried out.

As the adjudicator was unable to resolve the complaint, it has been referred to me.

### **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Mr and Mrs P said the adjudicator had not properly understood their concerns. Their main complaint is that Aviva breached its contract with them. I have set out in the background section above, the elements of complaint that they have raised in the complaint form to us and in various other communications to us and Aviva. The points addressed by the adjudicator were points that they raised in these communications.

Mr and Mrs P say that the engineer falsely declared that seven parts needed replacing and that at least one of them was obsolete. They say this wasn't correct. However, I have not seen any convincing independent evidence to support what they have said. And I note they chose to go ahead with having the boiler replaced.

The policy does provide that if the boiler is BER, Aviva will pay a contribution of £200 towards a new one. Aviva did therefore apply the policy terms reasonably. It also provided £30 for an electric heater while they waited for the new boiler to be installed. I don't consider that Aviva was required to do any more and, in the absence of any other evidence (beyond what Mr and Mrs P have said) that the boiler wasn't BER, I consider Aviva has met the claim in accordance with the terms of the policy.

Mr and Mrs P also say Aviva failed to properly maintain the boiler, and if it had done so properly, the boiler would not have been declared BER. The boiler was serviced in 2016 and 2017, and they confirmed that it was declared to be in good working order then. They did receive the annual services that were provided as part of the agreement for the previous two years. As the adjudicator explained, the annual services are not part of the insurance cover and so the way they are carried out are not within our remit. However, as they received the cover they had paid for, including the annual service for the year January 2017 to November/December 2017 (when the policy terminated because the boiler was no longer covered) I don't agree that Mr and Mrs P are due any refund on the premiums they paid for that period.

I can see that Mr and Mrs P were without a boiler for around three weeks. But as the adjudicator explained, the installation of the new boiler was not something that was being provided under the insurance policy with Aviva. I have no power to consider any delay in having private work such as this carried out.

**my final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 26 April 2018.

Harriet McCarthy  
**ombudsman**