

complaint

Mrs H complains that Aviva Insurance Limited is responsible for poor service in connection with her home emergency insurance.

background

Mrs H had a new central heating boiler in about 2008. From about 2011 she had home emergency cover in the name of a home assistance company.

In recent years Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer I include the home emergency company, its engineers and others for whose actions I hold Aviva responsible.

Instead of renewing the policy from about 2 February 2019 Mrs H let the policy lapse.

On about 11 February 2019 Mrs H took out a new policy. But it was subject to Aviva doing a boiler health check ("BHC") to see whether it could cover the boiler.

Aviva did the BHC on 21 February 2019. Aviva identified issues including an issue with the flue manifold. It said it wouldn't cover the boiler unless Mrs H paid for repairs for which it quoted about £999.00.

Through her daughter, Mrs H complained that the boiler had been faulty for years - so Aviva should've fixed it under the old policy.

our investigator's opinion

Our investigator didn't recommend that the complaint should be upheld. He thought Aviva would've checked the flue manifold in November 2017.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mrs H and to Aviva on 1 November 2019. I summarise my findings:

It wouldn't be fair and reasonable to direct the insurer to put things right unless it had done something wrong. And Mrs H and her daughter had fallen short of showing that there were faults with the heat exchanger or flue manifold which the insurer should've seen and fixed in November 2017.

Subject to any further information from Mrs H or from Aviva, my provisional decision was that I wasn't minded to uphold this complaint. I didn't intend to direct Aviva Insurance Limited to do any more in response to this complaint.

Mrs H hasn't responded to the provisional decision.

Aviva hasn't disagreed with the provisional decision. But - at our request - it has sent us its notes of visits in February and March 2018.

my findings

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

Mrs H had cover not only for central heating but also other home emergencies such as plumbing and drainage, home electrics and pests.

The agreement also provided a boiler service. The policy documents said that wasn't covered by insurance. I note that there was a service visit on 13 July 2017.

After that, there was a repair visit on 15 November 2017. I've seen a note of that visit as follows:

"replaced pcb, earth pins and leaking filling loop and tested, all ok."

From that I find that the insurer had replaced parts including the printed circuit board, the main electronic component of the boiler. There's not enough technical evidence to show that there were at that time faults with the heat exchanger or flue manifold.

Aviva has now shown us evidence that Mrs H arranged repair visits in February and March 2018 – a period that included some very cold weather. The notes include the following:

"flame sensing electrode twisted repair and test"

There's not enough technical evidence to show that there were at that time faults with the heat exchanger or flue manifold.

There's no evidence that Aviva visited again after March 2018 before the old policy fell due for renewal on about 2 February 2019. Mrs H didn't renew it.

And the new policy from 11 February 2019 contained terms as follows:

"During the BHC our engineer will check that your boiler meets our eligibility criteria, your boiler or central heating don't have any pre-existing faults and is in good working order. If the BHC fails we'll either

- Tell you what needs to be done to fix it - and how much it'll cost if it's a repair we can complete*
- Remove the boiler/system element of cover from your policy and adjust your premiums accordingly*
- Or, cancel your agreement if you only have cover for your boiler/system and provide a refund"*

I'm satisfied that when Mrs H bought the new policy, the requirement for a BHC was highlighted in the product information.

I've seen a note dated 21 February 2019 as follows:

"Main heat exchanger/flue manifold has perished and is leaking products of combustion within boiler chamber"

That meant the boiler failed the BHC. Mrs H was left in a difficult situation without a usable boiler or the means to get it repaired or replaced.

But it wouldn't be fair and reasonable to direct the insurer to put things right unless it had done something wrong. And Mrs H and her daughter have fallen short of showing that there were faults with the heat exchanger or flue manifold which the insurer should've seen and fixed in November 2017 or in February/March 2018.

So I don't find it fair and reasonable to direct the insurer to do any more in response to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 19 December 2019.

Christopher Gilbert
ombudsman