

## **complaint**

Mrs J complains that Aviva Insurance Limited won't fix her boiler under her boiler breakdown cover.

## **background**

Mrs J took out boiler breakdown cover underwritten by Aviva in September 2018. This was to protect a boiler in a property which she rents out.

In April 2019 Mrs J called Aviva to report that the boiler was leaking. She provided contact details for the property's letting agency and was told that someone would be in touch. A few weeks later, she was contacted by the letting agency to explain that the boiler was still leaking and no one had been in touch to arrange a repair. So she called Aviva again to arrange this.

An engineer attended the property in May 2019 and deemed the boiler to be beyond economical repair (BER). Aviva offered her £200 to contribute towards the costs of a new boiler and cancelled her policy.

Mrs J wasn't happy about this and felt that Aviva should cover the full cost of replacing the boiler. She said that Aviva's delay in sending an engineer caused the damage to get worse. So she complained to Aviva.

Aviva accepted that it failed to call Mrs J's letting agency sooner to arrange for an engineer to attend and offered £100 for the trouble this caused. But it stood by its decision in deeming the boiler to be BER. It said the engineer's diagnosis was that the parts had been leaking for longer.

Mrs J didn't agree and so she brought the complaint to our service.

One of our investigators considered the complaint but didn't uphold it. He explained that in the engineer's expert opinion, the boiler would have been deemed BER even if Aviva had sent an engineer earlier. So he was of the view that Aviva had acted reasonably and in line with the terms and conditions of the policy. He also felt that the £100 offered for not calling Mrs J's letting agent sooner was fair.

Mrs J didn't accept our investigator's opinion. She didn't agree that the delay hadn't caused the damage to get worse and felt that a second engineer's opinion would show this. Our investigator felt that Mrs J had ample time to obtain a second engineer's report and because she hadn't, he issued his opinion based on the evidence available to him.

Mrs J remains unhappy and so the complaint has been passed to me to issue a decision on the matter.

## **my findings**

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 don't uphold this complaint and for broadly the same reasons as the investigator.

The terms and conditions for Mrs J's policy sets out what Aviva is and is not willing to do in the event of a claim. BER is defined in the policy as being where the total cost of parts (including VAT) from reputable suppliers exceeds 85% of the manufacturer's current retail price, or average current retail price available through leading UK suppliers, for a boiler of the same or similar make and model.

Aviva has provided evidence to show that the parts required to repair the boiler would cost £844.75 (including VAT). This is considerably higher than the retail price of Mrs J's current boiler, which has been confirmed by Aviva as being £649.20. So I think Aviva has fairly applied the terms and conditions of the policy by concluding that Mrs J's boiler is BER.

Mrs J believes the boiler wouldn't have been deemed BER had Aviva sent an engineer when she first made them aware of the leak, which was three weeks earlier. However, Aviva's engineer has explained that, in his expert opinion, the damage is consistent with a prolonged leak – over a period longer than three weeks. Aviva said that it would consider any evidence from an independent engineer, but as Mrs J has not provided any, I've relied upon the only expert advice available - confirming the damage was caused before Mrs J initially reported the leak.

Aviva's terms and conditions say that if a boiler is deemed BER and it is seven or more years old (which Mrs J's boiler is), then Aviva will only contribute £200 towards the cost of a new boiler and it will also cancel the policy. Taking everything into consideration I think Aviva acted reasonably when cancelling Mrs J's policy and offering to pay £200 towards the cost of a new boiler so I can't tell Aviva to do any more.

Aviva offered £100 for the length of time it took for an engineer to visit. I think this offer of inconvenience is fair taking into account the impact it's had on Mrs J. I say this because there's no disagreement that there was a delay and I can understand that it would've come as a shock to her to hear that nothing had been done since she reported the leak some weeks later. However, it's been established that even if Aviva had sent out an engineer when Mrs J first reported the leak, the boiler wouldn't have been repairable under the policy so I won't be asking Aviva to do anymore.

### **my final decision**

For the reasons given above, I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 6 October 2019.

John Norton  
**ombudsman**