

## **complaint**

Miss T complains that her replacement boiler – supplied through her gas central heating breakdown insurance policy with Aviva Insurance Limited – doesn't adequately heat her home.

Where I refer to Aviva, this includes their agents and claims handlers.

## **background**

Miss T has a policy that provides cover against gas central heating breakdown which is underwritten by Aviva.

In April 2018 Miss T's boiler stopped working. An engineer attended and confirmed that the boiler was beyond economical repair. The policy provides that in these circumstances Aviva will meet the cost of a replacement boiler, but Miss T is liable for the cost of installation.

This was agreed and a few days later Aviva installed a new boiler. Miss T complained that the boiler didn't seem to be as effective as the old one. An engineer re-attended and confirmed the boiler was correctly installed and was working as it should. Aviva provided their final response to the complaint in June 2018 which didn't uphold it. They offered some advice about use of the thermostat but explained the boiler was suitable and working as it should.

Being unhappy with this Miss T referred her complaint to our service. Ultimately, our investigator concluded that Aviva had acted fairly and in line with the policy terms. So she didn't recommend that they needed to do more.

Miss T disagrees and has asked for an ombudsman to review her complaint

## **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 agree with our investigator and for largely the same reasons. So I'm not upholding it or asking Aviva to do more. Let me explain why.

Miss T's policy says: *"If the boiler is deemed beyond economical repair and is 7 years or older, we will source, replace and install a new boiler but you will be required to pay the installation costs... The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler..."*

As Miss T's original boiler was around 12 years old and the engineer deemed it to be beyond economical repair, I think this policy term applies. What is in dispute in this case is whether or not the new boiler provides the same heating and hot water requirements as the original boiler.

Aviva say the hot water heating and requirements refers to a boiler suitable for the size of the house and the number of radiators. The original boiler had a higher Kilowatt (KW) rating for heating output than the new boiler. But Aviva have pointed out that modern boilers are more efficient, so can achieve the same results using less energy. Aviva also had an area manager attend Miss T's house. His report said:

*“The boiler is working properly the flow and return to and from the boiler is correct with a 18 degree drop, the radiator in the lounge is only reaching 66 degrees which would suggest to me a pipework problem, the existing radiators are designed to give out 8694 BTU’s the room requires 11,863 BTU’s... my recommendation would be to change the two radiators and valves and flush out the system...”*

Aviva further explained that issues with pipework or replacement radiators aren’t something the policy provides cover for.

Throughout the course of our investigation Aviva said that if Miss T provided an independent report, which concluded the boiler isn’t suitable for the size of her property – and is the reason for the radiators in the lounge not heating up sufficiently – then they would take that into account and reimburse the cost of the report. I think this is fair and reasonable. But Miss T hasn’t provided any such report.

Our service aren’t experts in plumbing or heating, we rely on the evidence presented to us. And whilst I don’t doubt Miss T’s testimony that she thinks the house feeling cooler is a consequence of the replacement boiler, I find the report from the area manager to be more persuasive. And the online checks I’ve made myself indicate that the boiler supplied is suitable for a house with three to four bedrooms and up to 10 radiators. Miss T’s home has three bedrooms and eight radiators. And so taking everything into consideration, I think the boiler Aviva supplied does meet the terms of the policy.

The policy says the replacement boiler will ‘provide the same requirements’ as the existing boiler. The requirements that the boiler is providing (in the context of central heating) is the needs relative to the size of the house and the number of radiators. It doesn’t refer to a like for like replacement or one of the same specifications. So in the circumstances specific to this complaint, I’m satisfied Aviva have provided a boiler in line with the policy terms and I consider this to be fair.

I understand this won’t be the outcome Miss T was hoping for. But I think Aviva have handled this claim in line with the policy terms and fairly. So I’m not recommending that they need to take any further action.

### **my final decision**

For the reasons outlined above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Miss T to accept or reject my decision before 15 June 2019.

Richard Annandale  
**ombudsman**