

## complaint

Mr O complains that Aviva Insurance Limited is responsible for mishandling his claim on a home emergency insurance policy.

## background

Mr O had a policy that covered repairs to his central heating boiler unless the boiler was beyond economic repair ("BER") – when Aviva would pay £200.00 towards a new boiler.

The policy was in the name of a home assistance company. But Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva I include the home assistance company and others insofar as I hold Aviva responsible for their actions.

On about 13 October 2018, Mr O's boiler broke down. He contacted Aviva for help. But Aviva said the boiler was BER. Aviva paid Mr O £200.00 and cancelled the policy.

Mr O bought a new fan for £301.37. After about two weeks without a working boiler, Mr O's engineer got the boiler working by installing the fan and doing some other repair – for a cost of £230.00. So Mr O complained that Aviva should've fixed the boiler – and should reimburse and compensate him.

Our adjudicator didn't recommend that the complaint should be upheld. He thought Aviva had dealt with Mr O's complaint fairly. He said that the boiler appears to have been BER.

Mr O disagreed with the adjudicator's opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- Aviva's engineers wrongly diagnosed the problem with the heat exchanger. His engineer didn't touch that and only replaced the fan and the expansion vessel and fixed a small leak on the fill pipe.
- If there was an issue with the heat exchanger the boiler would no longer be working yet it's working faultlessly.
- He only had to spend a few hundred pounds rather than a few thousand pounds to get it fixed but this should have been covered by the insurance he paid for.
- Aviva inflated the repair bill to make the boiler fall into the BER bracket and pay £200.00 rather than do the work required to fix the boiler.

## my findings

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

The policy terms included the following:

*'Beyond Economical Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available*

*through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be BER.'*

Mr O's engineer's invoice is for installing a fan and expansion vessel. I've seen Mr O's evidence of the cost of the fan but not the expansion vessel. But I've seen Aviva's costings. So I find it likely that Mr O's engineer got the boiler working by fitting parts that cost a small fraction of the price for a replacement boiler. And I accept Mr O's recent statement that the boiler is still working.

But Aviva's engineer had categorised Mr O's boiler as 'at risk' because of water leaks within the boiler and because it had a broken room seal. He recommended a replacement boiler.

Aviva later said its engineer's diagnosis was as follows:

*'Heat exchanger leaking, diverter valve aav (automatic air vent) dhw (domestic hot water) vessel and filling loop, fan has been leaked upon and boiler at risk, warning note issued for water leaks. Boiler not room sealed.'*

The total amount for the parts came to £1,606.81. That is above 85% of the price of a replacement boiler.

Mr O's engineer's invoice didn't mention repair of leaks to the heat exchanger, diverter valve or filling loop – nor repair of the room seal. But Mr O's engineer hasn't stated that there were no such leaks – or lack of room seal. So I find that there were leaks including from the heat exchanger. And I don't find that Aviva treated Mr O unfairly by saying his boiler was BER.

I don't find it fair and reasonable to direct Aviva to pay Mr O any more than the £200.00 it has already paid him.

### **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 anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 30 January 2020.

Christopher Gilbert  
**ombudsman**