

## **complaint**

Mr B is complaining about the amount he had to pay to install a replacement boiler Aviva Insurance Limited (Aviva) provided under his home emergency insurance policy.

## **background**

During the annual service in June 2018 Mr B's boiler suffered further damage and Aviva's engineer said it wasn't possible to repair it. Under the terms of his Aviva home emergency insurance policy, Mr B was entitled to a new boiler. But because the boiler was more than seven years old Mr B had to pay for the installation. Aviva's agent quoted Mr B around £1,300 to fit the boiler, which Mr B initially agreed to and paid. But he later called back and said that he'd got quotes from local engineers who he says would install the boiler for around £500-600. So he called Aviva the day before the boiler was to be installed to ask if it would do a supply only contract. But Aviva said it wouldn't do so.

Mr B complained to Aviva that it didn't allow him to use his own engineer and he also said that the agent's quote was excessive. Aviva said that Mr B had already accepted and paid its agent's quote. So it didn't think it had acted unfairly.

Our investigator didn't uphold the complaint. She said that Mr B had a choice of who installed the boiler and Mr B had accepted and paid the quote before he raised his concerns in respect to the cost with Aviva. She also said that, while the cost may be higher, it doesn't mean that he was being overcharged. She said that the different costs could be down to the quality of the service or the precise work that's included in the cost. So she wasn't persuaded that Mr B's quote was a like-for-like quote. So she didn't think Aviva had acted unfairly.

Mr B didn't agree and asked for an ombudsman to review the 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.

I've decided to not uphold this complaint and I'll now explain why.

The terms of Mr B's insurance policy say that Aviva will provide a replacement boiler if it's unable to repair his existing boiler. But, where the boiler is more than seven years old – as Mr B's boiler was – Mr B has to pay to have it installed. Mr B is unhappy with how much he had to pay as he says Aviva's quote was around £700 more than the quote he got from a local company.

I've looked at the terms of the policy and they don't say that Mr B had to use Aviva's own agent. The policy says Aviva will provide a quote for the work needed to replace the boiler. But it doesn't say Mr B has to use that contractor or is bound by the quote. So, I think this means that Mr B had a choice who installs the boiler. I also think that's fair, given he's the one paying for the installation.

I can see that Mr B asked Aviva to only supply the boiler and he'd arrange to have it installed, but Aviva said it wasn't willing to do that. I think it was wrong that Aviva told him

that it wouldn't only supply the boiler as, after all, that's the only thing that the policy covers. However, I also need to think about whether the amount Aviva did ask him to pay was unfair.

It's not in dispute that Aviva's quote was larger than Mr B's quote. And I can understand why Mr B may think that the quotes were inflated. But I've reviewed the quote Mr B has provided and I'm not persuaded they're like-for-like services. Aviva has also raised the following reasons why it also thinks they're not like-for-like:

It says that the quote provided by Mr B confirms this is a combi to combi boiler swap. So it says that all the private engineer would have done is take one combi boiler out and put a new combi boiler in. However, it says that its agent's quote included the following:

- *“Chimney Structure – supply and fitting of the correct flue for the boiler and location inclusive of Plume Kits and Vertical Chimney Structure;*
- *Controls – 7 Day Time and Temperature (only if the existing controls are not suitable)*
- *Control Valves – S Plan / Y Plan and Pump shall be replaced along with the boiler to ensure the full integrity of the system is fully maintained (Heat Only / System Boilers);*
- *Condensate Pipe Work – to be fitted in line with Manufacturer's Instructions;*
- *All associated Pipe Work & Fittings required to complete the installation;*
- *Power Flush or System Cleanse in line with Manufacturer's Instructions;*
- *Class “O” Lagging – for external use only;*
- *Electrical Minor Works Certification;*
- *Removal and disposal of the Customer's old boiler in line with applicable environmental Laws and Regulations”*

It's also highlighted that the installation also comes with a guarantee from a trusted trader where the private quote does not state any guarantee on the installation.

In addition to this, I'm also not persuaded that this would be the *actual* cost Mr B would incur as I think it's unlikely to be based on the engineer visiting and inspecting Mr B's property, rather than Mr B asking for an estimate on the installation costs. So it's possible the £500 quote Mr B received may not have been the final cost.

I also note that Mr B was very keen to have the boiler installed as soon as possible. And he didn't provide any alternative installation quotes until after he'd already paid Aviva's agent and until the day before the boiler was going to be installed. Aviva did give him the option to cancel the appointment and seek alternative arrangements, but Mr B didn't want to do so as he needed the boiler installing urgently. While I can understand why Mr B thought this, I can't say this was down to anything Aviva did. And there's also no guarantee that Mr B's contractor could have installed the boiler in the timeframes Mr B required.

I've taken all this into account but, ultimately, I'm not persuaded that Mr B has actually lost out in this case by being required to use Aviva's agent. So I can't require it to refund any of the cost he incurred in installing the boiler.

**my final decision**

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 6 March 2019.

Guy Mitchell  
**ombudsman**