

complaint

Ms P complains that Aviva Insurance Limited hasn't fixed the fault with her heating system when she claimed on her heating system insurance policy.

background

Ms P had a new boiler fitted in 2016, which wasn't installed by Aviva. Since the boiler was installed, she contacted Aviva on several occasions to fix an issue with her heating not working properly.

Aviva has inspected Ms P's heating system on several occasions and have carried out some repair work, and also told Ms P that she needed to carry out some maintenance on her heating system. In particular, Aviva said Ms P needed to have her heating system flushed as it thought there was a blockage in the system.

Ms P has carried out the maintenance work suggested but is still having problems with the heating. Because of this she complained to Aviva. Aviva looked into Ms P's complaint and partly upheld it. It said the issue with Ms P's heating system appears to be a blockage in the pipes and that this isn't covered by her policy. Aviva also said it has replaced some pipes and radiators and arranged for the manufacturer of her boiler to inspect the boiler but it's still not clear exactly what the issue is with the heating system.

Aviva said it hadn't dealt with the claim as well as it could have in regard to attending some appointments. In recognition of this Aviva offered to cover the labour to investigate and repair the suspected blockage, if Ms P covered the cost of the parts, which it estimates at around £50. Ms P wasn't satisfied with Aviva's response and referred her complaint here.

Our investigator looked into Ms P's complaint and didn't recommend it was upheld. She found that Aviva had done a lot of work not covered by the policy but said without knowing exactly what the fault was, it wasn't possible to say if it was covered. She also said that she thought Aviva's offer to investigate and repair the suspected blockage was fair.

Ms P didn't agree and said her policy had been cancelled unless she had the system flush done, which she didn't think was fair. She also said she wasn't convinced it was a blockage as the system flush should have fixed this. Ms P didn't think it was good enough for Aviva to have told her to have work done on her heating system but then only offered to cover one more visit to try and fix the issue.

Our investigator responded and said that she didn't think the cancellation made a difference as the policy wouldn't have covered any more claims until the system flush was done. She also said without knowing the cause of the issue it wasn't possible to say it was covered and that Aviva had done enough by trying to diagnose it and offering to investigate and repair what it thought was the cause of the issue.

As Ms P didn't agree the complaint has come to me to decide.

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 terms of Ms P's policy say under the "What is Covered?" section:

"A breakdown of the water based heating system which includes the radiators, radiator valves, radiator pipes, hot water cylinder (and its controls) and immersion heater. A breakdown of heating system components associated with the boiler (but are not a physical part of it) such as the pump, motorised valves, thermostat, timer, temperature controls and the chimney (flue)"

I can also see Ms P has said a lot of pipe work has been replaced already and she's had the system flushed, as advised by Aviva, to try and fix blockages. She also isn't convinced there is a blockage in the remaining pipework, which hasn't been replaced, as she said the system flush should have fixed this.

When considering Ms P's complaint, I have to take into account what the policy should do and look at whether Aviva has done what it's supposed to under the policy and in a fair and reasonable way. The policy defines a breakdown as: *"A sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working."* While I agree a heating system not heating properly is a malfunction, from Ms P's complaint it's not clear what the cause of her fault is and therefore whether it meets this definition. I can also see that Aviva has been out on multiple occasions to try and fix the issue and thinks the fault is to do with a blockage in the pipes which haven't yet been replaced.

I understand Ms P's frustration at this issue, but I'm not persuaded Aviva needs to do any more. I say this because even though it's not clear if the problem covered by the policy Aviva has been out to investigate the issue with Ms P's heating system. It's also diagnosed what it thinks is the fault and has offered to cover the labour to investigate this and repair it, provided Ms P covers the cost of parts which it estimates at around £50. Aviva has also said if it discovers the fault is something else which is covered by the policy then it will look at resolving it at no additional cost to Ms P. I'm satisfied this is a fair and reasonable outcome to this complaint, so it follows I'm not going to tell Aviva to do any more.

I've also looked at Ms P's comments about the policy being cancelled until she showed she'd had the system flush done. However as this wasn't part of the complaint referred to us, I'm unable to comment on it further in this decision.

my final decision

For the reasons explained above, my final decision is that Aviva Insurance Limited's offer to investigate and repair Ms P's heating system issue is fair and reasonable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 6 September 2021.

Alex Newman
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