

## complaint

Ms R complains that Aviva Insurance Limited (Aviva) wouldn't agree to both supply and fit a new boiler when her existing boiler became beyond economic repair (BER).

## background

Ms R had a HomeServe boiler insurance policy from Aviva that she took out in 2014. When the policy was due for renewal on 19 November 2018 she paid £298.80 to renew the cover for another year.

In February 2019, Ms R had a problem with her boiler. After investigation, it was deemed by Aviva's engineer to be BER. Aviva's records showed the boiler was 10 years old.

Under the terms of her HomeServe policy, Ms R was entitled to a replacement boiler, but this didn't include the cost of fitting it. Aviva quoted her £1,457.35 for fitting.

Ms R decided to obtain an independent estimate for the supply and fitting of a new boiler. She obtained a quote of £1,350 for this.

Ms R asked Aviva to supply a boiler which she'd arrange to have fitted herself, but Aviva didn't agree to this. But it did offer to make a payment of £460 towards the cost of a new boiler. This was based on the cost price of the make and model of boiler it recommended for her property. It said that in order to make this payment, Ms R would need to provide it with a quote from a gas safe engineer confirming a lower installation cost than the £1,457.35 it had quoted her.

Ms R wants Aviva to pay the entire cost of supplying and fitting a new boiler, or alternatively to refund to her the premiums she's paid between December 2014 and December 2018 amounting to £1,224.16, but Aviva declined to do this.

Not satisfied with Aviva's response to her complaint, Ms R brought it to this service. Our investigator considered that Aviva had acted in accordance with the terms of the policy and didn't think it would be fair to require it to pay anything more.

Ms R doesn't accept our investigator's view, so her complaint has now been referred to me to make a final decision.

## 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'm not going to uphold Ms R's complaint and I'll explain why.

I've looked at the terms of Ms R's policy. I think they are clear. The relevant part of the policy states:

*"If upon making a claim after the first 6 months of cover your boiler is deemed to be BER or the parts required to fix your boiler are obsolete and the boiler is less than 7 years old, we will source, replace and install a new boiler. If the boiler is deemed beyond economic repair and is 7 years old or older, we will source, replace and install a new boiler but you will be required to pay the installation costs. We will provide you with a quote for his work. The new boiler will provide the same heating and hot water requirements as your existing boiler and will match your existing type of boiler eg a combination boiler will be replaced with a combination boiler and a*

*'heat only' boiler will be replaced with a 'heat only' boiler. System upgrade costs are therefore not included.*" (my emphasis added)

Firstly, I should address the point Ms R makes about the age of her boiler, as this is relevant to Aviva's decision. She's provided evidence that she purchased it less than seven years before Aviva declared it BER. So if Ms R's boiler had been less than seven years old, under the policy Aviva would be required to source, replace and install a new boiler at no cost to her.

But Aviva has explained that the serial number on a boiler indicates when it was manufactured. Based on this method of calculating age, its records show that Ms R's boiler was 10 years old. I think it's reasonable for Aviva to take this as the most accurate way of determining the age of a boiler. And as it was over seven years old, Aviva is only required by the policy to source and replace a new boiler. Ms R is responsible for the Installation costs.

So I'm satisfied that Aviva has acted reasonably in taking the position that it isn't responsible for the installation costs of Ms R's new boiler because her old boiler was more than seven years old. If, when it was originally fitted, it was already three years old, which appears to be the case, this is something Ms R should take up with whoever fitted it for her. And I have no information that would make me query Aviva's decision that the boiler was BER.

There's nothing in the policy that says that if a boiler needs to be replaced because it's become BER, Aviva will offer a customer a boiler that it can then have fitted independently, so I don't think Aviva acted unreasonably in declining Ms R's request for this.

There's also nothing in the policy that says that a customer can have a cash contribution towards a new boiler not provided by Aviva, but Aviva has offered this to Ms R in giving her £460 towards the cost of the supply and installation of a new boiler by an independent engineer. I think it was fair and reasonable of it to have done so.

So whilst I appreciate that Ms R says she experienced some difficulties in communicating with Aviva, and believes that Aviva should've provided her with a free boiler and installation, I think Aviva has acted reasonably, and indeed beyond what the policy provides for, by giving her a contribution of £460 towards a new boiler.

### **my final decision**

For the reasons I've given above, I'm not upholding Ms R's complaint and I'm not going to ask Aviva Insurance Limited to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 15 May 2020.

Nigel Bremner  
**ombudsman**