

Complaint

Mr and Mrs P are unhappy with Aviva Insurance Limited's actions about their boiler breakdown cover.

Another company is involved in this complaint, but as Aviva are responsible for any claims I've only referred to them.

Background

In October 2017 Mrs P took out boiler breakdown cover. This cover included a health check on the boiler. The health check was carried out on 16 December 2017 – and when this was completed the engineer said there was damage to the flue, and a combustion problem.

Mr P had boiler breakdown cover with Aviva before – and had an annual service in August 2017. After this finished, they took out another policy, but this time in Mrs P's name. Mr and Mrs P are unhappy that the problems with the boiler weren't spotted earlier, and are concerned about potential consequences. They've said if this was picked up during the August 2017 service they wouldn't have been left without hot water or heating during the winter season.

Mr and Mrs P are also unhappy at how they were treated by Aviva – with calls not being returned, an engineer not turning up to an arranged appointment, and being told the wrong information about how long it'll take for this matter to be resolved.

Aviva replied, and accept the problem with the flue should have been picked up during the visit in August 2017. But under Mr P's policy the issue wouldn't have been covered. And they offered £100.

Mr and Mrs P didn't accept this. They said they'd had to spend money on alternative methods of heating, and wanted Aviva to pay £605 – cost of repairs at £700, minus the excess on the policy of £95. They also said their family were at risk of carbon monoxide poisoning during this period.

So they asked us to look into things. Our case handler did so, and felt ultimately Aviva had made a fair and reasonable offer. As Mr and Mrs P were unhappy with this, it's been passed to me for a 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.

When thinking about this complaint I think there are three sections that need to be addressed:

- Should the cost of the repairs be covered under Mr P's policy
- Should the cost of the repairs be covered under Mrs P's policy
- Mr and Mrs P's overall concerns

Mr P's policy

Aviva have accepted they should have realised there was damage to the flue when they did the annual boiler service in August 2017. Because of this, I need to consider whether they would have been responsible for the repairs at the time under the contract of insurance – I'm not considering the annual service itself.

Having looked at the policy terms I'm can see any repairs wouldn't have been covered. The boiler is defined as:

Domestic gas central heating boiler (boiler) *the private domestic gas central heating boiler, supplying your property, fired by natural gas, with a permissible output of up to 60 kW/hr This includes from the boiler isolating valve, including all manufacturer's fitted components within the boiler together with the pump, motorised valves, thermostat, timer, temperature and pressure controls*

As the flue is external to the boiler, it can't be considered part of the boiler and therefore doesn't fall under the definition of a boiler in the policy.

This means that, even if Aviva had identified the fault at the time, it would have been Mr and Mrs P's responsibility to pay for the repairs.

Mrs P's policy

Mrs P had a boiler health check completed in December 2017. The evidence I've seen from Aviva's engineers very strongly suggests that the damage to the flue was there when the annual inspection was carried out under Mr P's policy.

Mr and Mrs P have argued it could have been there after they'd taken out the policy. I agree it's possible, but I'm more persuaded by Aviva's engineer's reports.

This means I think it's reasonable for Aviva not to pay for the repairs under Mrs P's policy either – because I think it's more likely than not that the damage was there prior to Mrs P taking out her policy.

Mr and Mrs P's overall concerns

Mr and Mrs P have made a number of arguments about what could have happened and the potential consequences of this issue. One of those relates to the possibility their family could have been subjected to carbon monoxide poisoning.

This would clearly be an extremely serious issue – but there's no evidence this has happened. And I can see Mr P told our case handler they have carbon monoxide detectors in the house. I do understand Mr and Mrs P's point here, but our role generally is to put people back in to the position they otherwise would have been in, had an error not occurred. Because this didn't happen I won't be awarding compensation for it.

I've noted that Mr and Mrs P are unhappy with the length of time it's taken for Aviva to respond to their complaint. Clearly they would have been happier with a quicker response – but financial businesses are allowed eight weeks to investigate and resolve an issue. Mr and Mrs P have argued Aviva went over this. But I can see Aviva were in regular contact with Mr and Mrs P – so I make no award for this.

Mr and Mrs P have also raised other concerns, such as:

- The flue being missed during the annual service under Mr P's policy
- Missed appointment in December 2017, under Mrs P's policy, where Mr P had to take time off work – Mr P's mentioned his daily rate and said while he's not claiming for that it was inconvenient.
- Phone calls not being returned when they should have been

Aviva have offered £100 in recognition of the inconvenience caused by these points. But as we've explained to Mr and Mrs P – these points relate directly to the annual service (for Mr P) and the boiler health check (for Mrs P) and aren't contracts of insurance. That means I don't have the power to consider them as part of this complaint, but am including this information for completeness.

Taking everything into account, I'm satisfied Aviva wouldn't have been responsible for the cost of repairs to the flue under Mr P's policy. And as the damage was pre-existing when Mrs P took out her policy Aviva have acted reasonably in not agreeing to meet the repair bill.

If Mr and Mrs P wish to accept Aviva's offer of £100, they should get in touch with Aviva directly.

My final decision

It follows I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 22 November 2019.

Jon Pearce
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