

complaint

Mr M and Mrs N complain about Aviva Insurance Limited's decision to decline their claim on their home emergency policy.

background

In November 2016 Mrs N took out home emergency cover with Homeserve, underwritten by Aviva. In January 2017 Mr M called Homeserve to report a fault with his boiler. Mr M said he had already called for an engineer to come and see the boiler in December 2016, but he hadn't really done much to fix it. So when he called in January he asked for a different engineer to visit the property.

In the end the same engineer came to inspect the boiler on 1 February. He considered the boiler required a significant amount of work. The notes of the visit said that pictures were attached showing the boiler condition, and that it was possibly beyond economic repair. The notes explained that the boiler was *'tripping'* due to a water leak from the heat exchanger, and that there was water also on the electrical pump. He considered several parts needed to be replaced, including the main heat exchanger, pump, main printed circuit board, as well as other parts of the boiler.

Shortly after another note says that the costs of the repairs were put through a *'BER calculator'* which showed the boiler was beyond economic repair. Mrs N's policy said that if the boiler was deemed beyond economic repair within the first six months from the start of the policy, it wouldn't be covered. The note says a message was left on Mr M's mobile to explain this, and shortly after he called back to discuss the issue.

Mr M disputed that his policy was less than 6 months old. He said that he had taken out the policy back in 2015, and that he had been having issues with the boiler since then. He also questioned the report by the engineer and said that the engineer had not even looked at the boiler. The notes say that Mr M was told the boiler couldn't be replaced, but that the matter would be put through to *'customer first'* to see if anything could be done about it.

On 2 February Mr M was told that there's nothing that could be done as the first policy (from October 2015 to October 2016) was in his name, and the second policy was taken out a month later (from November 2016) in his wife's name. As a result, it was considered a new policy and the 6 month exclusion clause applied.

Mr M complained. One of our investigators considered the complaint, but didn't think it should be upheld. In short, she considered it reasonable for Aviva to consider Mrs N's policy as starting in November 2016. And she thought that as a result, the 6 month exclusion clause applied. Mr M asked for an ombudsman decision because he didn't agree.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so I agree with the investigator and for broadly the same reasons.

I think it's clear that the policy that was taken out in November 2016 was a separate policy. It was taken out some weeks after the previous policy, and in a different name. And so I think Mrs N was bound by those terms, including the 6 month exclusion clause. I don't think it was unreasonable for Aviva to rely on that.

I understand Mr M also complains about the engineer. He told me he didn't think the engineer even inspected the boiler, and he had specifically asked for a different engineer to the one that had seen the boiler in December 2016.

But ultimately, I've seen no evidence that the engineer wasn't suitably qualified for the job, or didn't inspect the boiler properly. He submitted pictures of the boiler to Homeserve, explained which parts needed to be repaired or replaced, and gave a detailed account of what was wrong with the boiler. And Mr M has told me himself that in the end he had the boiler replaced because to repair it was going to cost almost as much – I consider this corroborates Homeserve's decision to consider the boiler beyond economic repair.

Mr M explained to me that part of his complaint involved the customer service, because he said that he was initially told that Homeserve would replace his boiler given that he had a previous policy going back to October 2015. I've not seen any evidence that he was actually told this. But even if I agreed that he was, I think it would be unreasonable to suggest Homeserve or Aviva should be bound by such a statement. I say this primarily because I can see that within 24 hours he was clearly told the boiler would not be replaced.

But I'm also persuaded by the evidence I've seen. This suggests that in fact Mr M was told that the matter would be put forward to another team to consider – but that the request was declined, and Mr M was promptly told this. I don't consider the time delay between 31 January and 2 February to be excessively long, although I do appreciate how difficult this was for Mr M and his family given the time of year.

So for all these reasons, I'm satisfied that Aviva did nothing wrong in declining Mr M's claim.

my final decision

For the reasons I've given, I don't uphold Mr M and Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs N to accept or reject my decision before 14 August 2017.

Alessandro Pulzone
ombudsman