

complaint

Mr D says the information Aviva Insurance Limited provided about his home emergency policy wasn't clear or fair and that it was misleading.

background

Mr D bought his home emergency cover online. The policy was initiated in July 2018 and it covered plumbing, heating and electrics.

In August 2018 Mr D was having problems with his boiler and he tried to make a claim on the policy. Aviva's representative attended but because his boiler failed a health check it said his boiler wasn't covered.

Mr D has a number of concerns about what happened. For example, he says the letter he received after taking out the policy led him to believe his cover was effective immediately and comprehensive.

The investigator didn't uphold this case. Mr D disagreed so his complaint has come to me for 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 case. I'm not upholding Mr D's complaint. I'll explain why.

There's no dispute about how the sale happened – Mr D bought the policy online. And he didn't receive advice or a recommendation from Aviva. Mr D also agrees when looking at the detail of his policy Aviva has applied the terms and conditions appropriately.

Mr D's argument is that the letter he received after buying his insurance led him to believe he was fully covered from that point on. It said "*Relax. You are covered.*" He says that this tone was maintained throughout and given the events which followed was shown not to have been the case.

I've thought carefully about what Mr D has said. I understand the point he's making. Even though it's agreed the sale wasn't advised, Aviva still needed to make sure the information about the policy which was clear, fair and not misleading. Mr D says this wasn't the case.

Having read the welcome letter Mr D received from Aviva I'd certainly have concerns if that had been the only information he'd been given about his emergency cover. But it wasn't.

As Mr D applied for his home emergency policy online I've reviewed screen shots of the information he was most likely provided with as he went through that process. On the page about the plumbing, heating and electrics service the second paragraph says:

"It includes a boiler service too, which usually happens within the first 90 days of your cover start date. And, for all new customers, we'll also carry out a boiler health check, so we can be sure your boiler is as safe as possible and can be covered."

And I think it's more likely than not after completing his application he would've seen a message prompting him to book his boiler health check.

Shortly after buying the policy Mr D was sent a welcome pack. As well as the covering letter which is the focus of his complaint, this would've included a policy schedule and key facts, as well as the more detailed policy documentation. These are important documents and I would expect the average person to have paid these some attention.

For example, the policy schedule, which is a single page, says in the exclusions row:

"For the Gas element, in order for us to complete a claim, your boiler/system needs to have passed its boiler health check."

The key facts document, which amount to two pages of information, repeats the exclusion:

"To prevent claims on existing problems...there is an initial exclusion period of 14 days when you will not be covered. This applies to all elements of the policy, except the Gas Central Heating element... For the Gas Central Heating element, in order for us to complete a claim, your boiler/system needs to have passed its boiler health check."

Had Mr D read this information then at the very least I think it would've prompted him to go on and read the full terms and conditions as they applied to his boiler. These again clearly set out what's covered and what isn't.

On balance, I think the information given to Mr D about important features of the policy, in particular how the cover for his boiler worked, was prominent and clear. I think this is the case both during the sale and with regards to the follow-up information he was sent.

So I don't think Aviva has acted unreasonably. And I don't think it would be fair for me to direct it to refund Mr D's premiums.

my final decision

For the reasons I've explained, I'm not upholding Mr D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 9 February 2019.

Kevin Williamson
ombudsman