

complaint

Mr K complains that Aviva Insurance Limited wouldn't fix his boiler under his boiler breakdown insurance policy.

My references to Aviva include its agents.

background

In August 2017 Mr K contacted Aviva to fix his boiler as he thought the boiler had lost pressure. Aviva's engineer attended but couldn't find any fault with the boiler and said the leak was probably on the heating system which wasn't covered under the policy. The engineer also noted some safety issues with the flue and issued a warning notice for the boiler which was turned off.

Mr K didn't accept an external leak caused the boiler pressure to drop. Aviva told him that if his boiler was checked by his own engineer and it was found it had made a wrong diagnosis it would look into the matter further.

Mr K complained to us that Aviva wouldn't fix the boiler due to it being unsafe. He said Aviva's engineer had serviced his boiler in 2009 and not picked up any safety issues. He wants the premiums he paid for the policy returned, about £600. He also said the policy had been mis-sold as it didn't include an annual service.

Our investigator explained why he thought Aviva had acted fairly and the policy hadn't been mis-sold.

Mr K didn't agree and wants an ombudsman's decision. He said the problem had been fixed by his own engineer replacing the pressure release valve which is part of the boiler and not the central heating system. He didn't think Aviva's engineer properly tested the boiler.

Our investigator asked Mr K for evidence that the problem was with the boiler and a receipt for the repair cost. Mr K said he'd paid cash so had no receipt. He didn't send us any evidence from his engineer that the boiler was the cause of the pressure loss.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

This decision is about Mr K's main complaint that Aviva, the insurer, didn't fix his boiler under his policy.

I'm not upholding the complaint. I'll explain why.

Mr K's policy is clear that it just covers boiler breakdown. The reason Aviva didn't repair the boiler for loss of pressure is because it didn't find a leak in the boiler. It thought the leak was on the central heating system which isn't covered by the policy. If the pressure loss problem wasn't caused by the boiler then Aviva acted fairly in not doing the repair.

Mr K says his engineer found the pressure loss problem was due to the boiler. But without any evidence to show that I can't reasonably say Aviva must pay the cost of the repair for

the pressure loss. If Mr K is able to get a report from his engineer he'll also need to provide a receipt for the cost and send that new evidence to Aviva so it can look into the information. Aviva told Mr K it would do that if he had evidence it made a wrong diagnosis.

Aviva has said the safety issue with the boiler wasn't the reason it didn't do the repair for the pressure loss. It wouldn't do the necessary work to make the boiler safe under the policy as that's not covered by Mr K's policy and on the evidence I have it acted fairly in not doing so.

Mr K says when the boiler was looked at in 2009 under his old policy the engineer didn't say there was a safety issue. But Aviva says the engineer didn't find any safety issues in 2009, it's in 2017 that the boiler no longer met the manufacturer's current safety regulations. I've seen no evidence that the engineer did anything wrong in 2009. And as I've said, the 2017 safety issue with the boiler wasn't the reason Aviva didn't repair the pressure loss problem.

Overall there's no basis for me to say that Aviva must refund the policy premiums to Mr K. The policy covers Mr K's boiler breakdown if Mr K can show Aviva that it made a wrong diagnosis and the pressure loss problem was caused by the boiler and he hasn't provided that evidence.

Mr K has mentioned he was mis-sold the boiler breakdown policy as it didn't include an annual service. He thinks a service would have picked up the safety issue with the boiler. The policy was sold by the policy administrator (who Mr K has been dealing with) not Aviva so Mr K would need to make a separate complaint about that. I make no findings about the mis-sale complaint. But I think it's fair to tell Mr K that even if the policy had included an annual service it's unlikely any remedial work would have been covered as that's generally excluded in these types of policies.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 March 2018.

Nicola Sisk
ombudsman