

complaint

Miss S is unhappy with the amount she has been charged by Aviva Insurance Limited for the installation of a boiler.

background

Miss S has a HomeHeat 200 HomeServe policy which provides cover in the event of problems with gas central heating and gas supply at the property. Part of the cover is insured through Aviva and the remainder of the policy provides servicing for boiler and a boiler health check. This part of the policy isn't underwritten by an insurer.

On 21 December 2017, Miss S had a fault with her boiler and was without hot water or heating. An engineer attended the property on 22 December 2017 and declared the boiler wasn't economical to repair (BER – beyond economical repair). As the boiler was over seven years old, under the policy, Miss S was entitled to have the boiler sourced and replaced but she would need to cover the installation costs.

Miss S called for an update on 27 December 2017. And on 29 December 2017 she called as she'd been given a quote for £1,213.05 for the installation but believed a local gas engineer could supply and fit a new boiler for £1,500, less than the cost of the policy and the installation; she'd been given a provisional date of 9 January 2018 for installation. Miss S subsequently paid for the installation and the boiler was installed on 10 January 2018.

Miss S complained about the delays in the new boiler being fitted. She said she was left without hot water and heating from 21 December 2017 to 10 January 2018. During this time it was very cold and she had a young child in the household. She also complained she should have been provided with temporary heaters and was also unhappy with the amount she had to pay to install the boiler.

The complaint was upheld in part. It was agreed there were delays and Miss S was offered £350 for the distress and inconvenience caused which she accepted. But her complaint about the cost of the installation wasn't upheld as she knew the cost before the installation went ahead.

Miss S asked us to look into this matter. She said the cost of the installation wasn't fair and any issues should have been picked up by the service she had done only a couple of months previous. Our investigator looked into the complaint but didn't uphold it. She explained we couldn't look into any complaint about the service, as that wasn't an insured part of the contract and so not a regulated activity we could consider. She also explained that under the terms Miss S was required to pay for the installation of the boiler and she knew the cost before she went ahead.

Miss S has asked for the matter to be reviewed. She remains unhappy with the cost of the boiler installation.

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 don't uphold this complaint.

Miss S has provided any further comment about the boiler service. For the sake of completeness as this wasn't an underwritten part of the policy I agree with what the investigator said about us not being able to look at that.

Miss S' policy provides:

Obsolete parts and BER – after 6 months – if upon making a claim after the 6 months of cover your boiler is deemed to be BER or the parts required to fix your boiler are obsolete and the boiler, and is less than 7 years old, we will source, replace and install a new boiler. If the boiler is deemed beyond economical repair and 7 years or older, we will source, replace and install a new boiler but you will be required to pay the installation costs. We will provide for you, a quote for this work. ...

Aviva has provided evidence that its contractor's quote was for £1, 213.05. And its records show Miss S received this quote by 29 December 2017. Miss S called HomeServe on that day to complain about the quote she'd been given. So she was aware of what the installation was going to cost her in advance of her agreeing to it. And the records show it was at this point Miss S said she could get a local engineer to provide the boiler and fit it for about £1,500; cheaper than the cost of the policy and the installation quote.

So I'm satisfied from the evidence available that Miss S was both aware of how much the installation was going to cost and that she might have been able to arrange this elsewhere for a different cost. Yet I understand she went ahead with Aviva's installation. I appreciate the time of year may have meant it was difficult to arrange her own installation, but I'm nevertheless satisfied Miss S was aware of the cost and had a choice about whether or not to go ahead. So I'm not persuaded Aviva has done anything wrong.

As I don't find Aviva has done anything I don't uphold this complaint or make any award against it.

my final decision

For the reasons given above, I don't uphold this complaint. Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 17 February 2019.

Claire Hopkins
ombudsman