

complaint

Mr C complains that Aviva Insurance Limited mishandled his claim on a home assistance insurance policy.

background

Mr C had breakdown insurance for his central heating boiler. It was in the name of a home assistance company. Aviva was the underwriter responsible for dealing with claims. Mr C called for help when the boiler stopped working. He complained that the assistance company said it couldn't source the necessary replacement heat exchanger - and cancelled his policy.

The adjudicator didn't recommend that the complaint should be upheld. He thought that the home assistance company had acted in line with a policy term that - if its suppliers couldn't get a replacement part - it would cancel the policy and pay £200.

Mr C disagrees with the adjudicator's opinion. He says, in summary, that he quite easily found a company - approved by the boiler manufacturer - who could supply a replacement heat exchanger.

my findings

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

Where I refer to Aviva I include the home assistance company and any other parties for whose actions I hold Aviva responsible.

Aviva inspected the boiler in the summer.

From the job sheet, I accept that it didn't tell Mr C that the manufacturer no longer made the boiler - or all the spare parts for it. But I haven't seen enough evidence of what Mr C would have done differently if he'd known there might be a future problem with spare parts.

From its file, I'm satisfied that the home assistance company had involved the manufacturer in Mr C's call for help.

And I've seen written evidence that the home assistance company couldn't source a replacement heat exchanger - although the boiler was only four years old.

I accept that other companies could source the part. And I've seen an estimate from a company approved by the manufacturer. It is to supply a heat exchanger and an adaptor plate for about £1,800.

But I have to keep in mind the terms of the policy about what would happen in the event that the assistance company's supplier couldn't supply the part.

The assistance company paid Mr C £200 and cancelled his policy. And I'm satisfied that this was in line with the policy terms.

The assistance company also paid Mr C a further £50.

So I don't think it would be fair and reasonable to order Aviva to do any more in relation to this complaint.

my final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I make no order against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 25 February 2016.

Christopher Gilbert
ombudsman