

complaint

Mr R complains about his home emergency policy with Aviva Insurance Limited (Aviva).

background

Mr R held a home emergency insurance policy with Aviva, which started on 2 October 2017. In January 2018, Mr R contacted Aviva to report a fault with his boiler and make a claim. After a number of engineer visits Aviva stated that the parts needed to repair the boiler were obsolete, so a replacement boiler was needed. Aviva declined to replace the boiler under the policy, as this was not covered. It offered Mr R £200 for inconvenience caused.

Mr R bought his complaint to this service for consideration. He was unhappy with the delay in diagnosing the problem, felt the policy was not good value, and wanted Aviva to reconsider the boiler replacement cover. He has said he may or may not have taken out the policy had he been made aware of the parts issue during an earlier service by Aviva. However, he also said that he may have taken out the policy anyway, as he considered his boiler to be in good condition.

One of our adjudicators looked into the complaint and did not uphold it. They explained that Mr R could have received benefit under the policy as repairs were attempted, and would have been carried out if parts were available. Also in the event that a repair was not possible and the policy had been in place for six months, Aviva would have replaced the boiler in line with the policy terms, it was only because the policy was so new that this benefit did not apply. Our adjudicator felt Aviva had fulfilled its obligations, and its offer of £200 was reasonable. Mr R did not agree. The matter has therefore been passed 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 complaint.

I am not upholding this case, for basically the same reasons as the adjudicator. I accept there was some delay in deciding the boiler was beyond repair, but don't think anything else leads to compensation.

The terms and conditions of the policy state that if parts are found to be obsolete then repairs cannot be affected, and a premium reduction will be given. Equally when this means that a new boiler is required the following clause applies:

"in the first 6 months you will not be entitled to a BER contribution or replacement. After 6 months or if you are a renewing customer, if the boiler is BER and the boiler is under 7 years of age, we will source, replace and install a new boiler. If the boiler is over 7 years of age we will source, replace and install a new boiler, but you will be required to pay for the installation costs".

As Mr R's boiler was found to be beyond economical repair (BER) within the first 6 months of cover, Aviva has correctly declined to replace the boiler in line with the policy terms and conditions. I also note the premium reduction was affected in February 2018. So I don't think I can ask Aviva to do any more under the policy.

I have noted Mr R's comments about a valve being left open by an engineer from Aviva carrying out a service, and if this contributed to the failure of the boiler. I'm afraid I haven't seen any real proof that this did cause damage, and certainly not the damage that caused the boiler to be declared beyond repair. The valve doesn't seem to be directly associated with the failure, there appears to be an overflow system to cope with any valve issue, and the valve pressure tolerance range appears higher than the level Mr R says it was subject to.

Finally I have considered Mr R's point about whether there should be some moral obligation on Aviva to do more here, as they still took his premiums after the first service even though they could see the age of his boiler, and presumably make some estimation as to parts availability. I don't think there is. Many boiler issues can be resolved without new parts, and even then some may have been available for Mr R's boiler, unfortunately just not the ones needed this time. I don't think the cover was worthless, which is what I would need to feel to give an award on this basis.

I think the £200 offered is enough for the delays in deciding the boiler couldn't be repaired, and I won't be awarding any other amount.

my final decision

I do not uphold this complaint. I make no award against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 13 December 2018.

Christopher Tilson
ombudsman