

## **complaint**

Miss W complains that Aviva Insurance Limited is responsible for poor service under a home emergency insurance policy.

## **background**

Miss W had a policy in the name of a home assistance company. Aviva was the insurer responsible for dealing with claims. Where I refer to Aviva or the insurer, I include the home assistance company, its engineers and others for whose actions I hold Aviva responsible.

The policy provided for the repair of Miss W's central heating boiler. Alternatively – if it was beyond economic repair (“BER”) – the policy provided for a replacement boiler. If the boiler was more than seven years old the policy covered a replacement boiler but didn't cover the cost of installing it.

In May, Miss W called for help with her boiler. After it visited, the company said the boiler was BER. She complained that the company wouldn't pay for a new boiler for her own plumber to fit.

In its final response letter, the company offered £437.00 – which it said it would've paid for a new boiler – and an extra £63.00 compensation (a total of £500.00).

Our investigator didn't recommend that the complaint should be upheld. She thought that the policy didn't say Aviva would provide a new boiler if Miss W uses her own installation service. So Aviva acted reasonably by offering a cash settlement. The investigator also thought the compensation was reasonable.

Miss W disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that Aviva should pay for her new boiler.

## **my findings**

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

Miss W's policy was renewed in July 2018. So – by May 2019 – she had had cover for more than six months. From what she has said, I think her boiler was more than seven years old.

The policy terms provided as follows:

*“We will deliver two temporary electrical heaters to your home, in the event that we are unable to attend within the same day or next day of your claim being raised...”*

The policy terms included the following:

*“Obsolete parts and BER after 6 months*

*...*

*If the boiler is deemed uneconomical to repair and is 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... “*

When she called for help on 3 May, Miss W already had a problem. Her boiler was leaking water. That's why she called for help.

The insurer's engineer attended the next day. So strictly speaking the insurer didn't have to provide temporary heaters.

The engineer ordered some spare parts and left the boiler not working. That was inconvenient for Miss W – but I can't say the insurer was responsible for her lack of heating and hot water at that stage.

But (as the final response letter later acknowledged) the engineer led Miss W to believe that he would return the next day and fix the boiler – but he didn't. On about 8 May, the insurer said the boiler was BER.

The company sent some temporary heaters on 8 May but I don't think Miss W received them until 10 May. And I think she was still without a supply of hot water.

I don't think that Miss W disagreed that the boiler was BER.

The insurer quoted about £1,360.00 for installation of a new boiler. It says that in addition it would've had to pay £437.00 for the supply of the new boiler.

From an invoice dated 17 May, I think Miss W paid a plumber of her choice about £1,150.00 to supply and install a new boiler. I've seen another invoice that indicates that the plumber paid about £740.00 for the boiler. By subtraction I think he charged about £410.00 for installation. So it was less expensive overall for Miss W to use her own plumber rather than to pay the insurer to install the boiler it would've supplied free of charge.

But the policy terms didn't entitle her to claim a new boiler without paying the insurer's quotation for installation. And – whilst installation charges could've been lower and the cost of the boiler could've been higher- I can't say that the insurer's figures are unreasonable.

The company has acknowledged that there were some shortcomings in its service. But I think it was inevitable that Miss W was going to be without a working boiler for a week or so. And I don't hold the insurer responsible for any more than a few days of avoidable inconvenience and distress.

So I find it fair and reasonable that the insurer offered Miss W £437.00 towards her boiler and a further £63.00 in compensation. The company has said that its offer remains open for Miss W to accept. So I don't find it fair and reasonable to order the insurer to do any more in response to this complaint.

### **my final decision**

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Aviva Insurance Limited to do anything further in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 11 August 2019.

Christopher Gilbert  
**ombudsman**