

The complaint

Mrs B complains about Aviva Insurance Limited's handling of boiler health checks under her HomeServe policy.

What happened

Mrs B holds a HomeServe policy with Aviva. An engineer carried out a health check of Mrs B's boiler in January 2023, and found a number of issues with it. Aviva told Mrs B that she had 28 days in which to arrange the repairs, or her cover would be downgraded. Mrs B asked for an extension, and so Aviva gave her a further 28 days, but wouldn't extend the deadline further. As Mrs B still didn't arrange the repairs by the new deadline, Aviva removed her boiler cover from the policy.

Aviva carried out two more checks on the boiler after Mrs B advised it that the repairs had been done, but there were still issues found. Aviva later said it shouldn't have carried out further checks, since it had already downgraded Mrs B's cover by that point. It paid her £100 compensation as she'd taken time off work for the checks. Unhappy with Aviva's handling of the matter, and its refusal to pay for the repairs needed, Mrs B brought a complaint to this Service.

Our investigator recommended the complaint be partly upheld. She thought Aviva had been entitled to downgrade the cover when Mrs B didn't have the repairs done within 28 days of the initial health check, and so didn't need to pay for any further problems found. Though she thought Aviva had caused Mrs B unnecessary confusion, and recommended it pay an additional £150 compensation to recognise this. She noted Mrs B had said she was still paying for the full cover, and said if that was the case then Aviva should reimburse her for the overpayments plus interest. Finally, she said if any parts needed replacing and were covered under Mrs B's current policy, Aviva should arrange the repairs.

Neither party agreed with our investigator's recommendations, and so the matter has been passed to me for a decision.

What I've decided – and why

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

I've noted Mrs B's request that I phone her before reaching my decision. However, I'm satisfied that I have enough information to decide this complaint without speaking to her. Mrs B has explained her points about the complaint in some detail in writing. I'd like to reassure her that I've considered all her points, even if I haven't commented on everything.

Mrs B took out Heating, Plumbing and Electrics Plus. This included cover for the boiler if it needed repairs. Though under the terms of the policy, a boiler health check was required to ensure the boiler was one Aviva could cover under the policy.

An engineer carried out the first boiler health check on 20 January 2023, and this failed. The engineer said the cylinder was in poor condition, and the boiler needed a *'new tpr 7 bar valve on unvented cylinder, flue not sealed'*.

The policy says that when a boiler health check fails, Aviva will either:

- *Tell you what needs to be done to fix it – and how much it will cost if it is a repair we can complete*
- *Remove the boiler or heating system cover from your policy and adjust your premiums accordingly*
- *Or, cancel your agreement if you only have cover for your boiler and/or heating system and provide a refund*

It also says:

'Your boiler or heating system cover will be suspended whilst you make arrangements for the fix to be completed. If you subsequently provide evidence (within 28 days) that the problem has been fixed we will reinstate your level of cover or agreement.'

Aviva told Mrs B the issues that were identified with her boiler so she could arrange the repairs, and suspended her boiler cover. When Mrs B didn't arrange the repairs within 28 days, it wrote to her on 21 February 2023 to confirm that it would remove the boiler element from her cover. I understand Mrs B then asked Aviva for an extension to the deadline, and it gave her a further 28 days. However, it refused to give her any further extension after this and so removed the boiler cover from her policy. I'm satisfied that Aviva could do so under the terms of the policy, and it acted reasonably by giving Mrs B some additional time to get the repairs done.

Although Mrs B is of the opinion that she still has boiler cover, Aviva has provided screenshots of its system which confirms she doesn't.

In April 2023, Mrs B told Aviva the repairs to the boiler had been completed. Aviva ought to have told Mrs B that the boiler cover had been removed from her policy. A new boiler health check should only have taken place if Mrs B had taken out a new policy after the repairs had been done, but this didn't happen. Aviva therefore arranged a second boiler health check in error.

The second check took place on 10 April 2023, but this also failed. The engineer said the programmer wasn't working, and the boiler was noisy with unvented cylinder leaking. Mrs B thought the engineer had caused the problems with the boiler, and so Aviva arranged for a third check to take place to establish why the programmer wasn't working. The attending engineer said a new clock was needed.

I can understand why Mrs B was confused by the engineer reports, as the issues identified in the second and third checks weren't picked up in the initial check. Though I note the cylinder was found to be in poor condition from the outset. It could be that the issues found in the second and third checks only became apparent once the remedial work was done for the issues found in the initial health check.

Mrs B thought that Aviva's engineer had caused some of the problems with the boiler. Aviva did ask its engineering department about this to see if this was a possibility, which I think was reasonable. It was told that the components found to have issues wouldn't have been affected by a health check. Mrs B hasn't provided any evidence to indicate otherwise, so I can't reasonably conclude that Aviva's engineers caused any of the problems found with her boiler.

Mrs B wants Aviva to cover the issues identified in the second and third boiler checks. I don't require it to do so, as Mrs B's policy had been downgraded with the boiler element removed. That means she didn't have cover under the policy for boiler repairs.

Though it's apparent that Aviva did cause Mrs B unnecessary confusion and inconvenience by arranging the second and third engineer visits when it shouldn't have done so. I also note that in Aviva's final response, it advised Mrs B that if a boiler check failed, she needed to send in proof the remedial work had been completed so the policy could resume. But it didn't explain the repairs needed to be done by the deadline given, and as this didn't happen it removed the boiler cover. I think this has caused Mrs B some additional confusion as she still believes her boiler cover should have started when she sent in proof that she'd had repairs done following the initial boiler check. I agree with our investigator that Aviva should pay Mrs B an additional £150 compensation for its poor handling of the matter.

Mrs B told this Service that she is still paying for the boiler cover. Aviva has shown us that's not the case and it amended her remaining three premiums for the policy year from £53 to £26 to reflect that the boiler cover costing £84 had been removed. So I don't require Aviva to do anything further in this respect.

My final decision

My final decision is that I partly uphold this complaint. I require Aviva Insurance Limited to pay Mrs B an additional £150 compensation*.

*Aviva must pay the compensation within 28 days of the date on which we tell it Mrs B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 17 January 2024.

Chantelle Hurn-Ryan
Ombudsman