

The complaint

Mrs S's complaint is about the service provided by Aviva Insurance Limited when dealing with a claim under her central heating insurance policy.

Mrs S is represented in this complaint by Mr K. Whenever I refer to Mrs S in this decision, it should be read as including anything done or said on her behalf by Mr K.

What happened

Mrs S held a central heating insurance policy with Aviva. The insured property is rented and Mr K told us he is the landlord and Mrs S is his tenant. However, the complaint form also says Mr K is her husband.

Mrs S contacted Aviva on 22 February 2023, as there was a leak from the boiler. Aviva attended on 23 February 2023 and advised that the boiler was beyond economic repair. The policy provides for the cost of the new boiler in such circumstances and said she would only have to pay the installation costs. The new boiler was booked to be put in on 2 October 2023. However, on 1 March 2023, Mr K called to cancel the appointment and said Mrs S had already had the boiler replaced as it was taking too long.

Mr K said he spent over 20 hours on the phone to Aviva imploring it to get the new boiler installed urgently. Mrs S had young children and a new baby and having no heating or hot water in extremely cold weather caused considerable hardship. Mr K asked for the cost of the new boiler less what Mrs S would have had to pay Aviva for the installation (around £1,400) which he says he deducted from her rent and £1,000 compensation for Mrs S to regain the her trust.

Aviva says it dealt with the matter in a reasonable time. The first appointment was on 23 February 2023 and the boiler replacement was booked to be done on 2 March 2023, which was a week. Aviva acknowledges there was a delay between 24 and 28 February 2023 but says this was because it was waiting for Mrs S to confirm the quote was accepted and pay the deposit. The deposit was paid on 28 February 2023 and the appointment made for 2 March 2023 to install the new boiler. Aviva said there is no cash equivalent provided under the policy, if the policyholder decides to arrange the installation themselves and so did not agree to make any payment.

One of our Investigators looked into the matter. He did not think Aviva had acted unreasonably and did not recommend that it do anything further.

Mr K said that Mrs S did not accept the Investigator's assessment. He said the information provided by Aviva was false and incorrect.

As the Investigator was unable to resolve the matter, it has been passed to me.

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.

Mrs S's policy with Aviva provided for a replacement boiler as hers was beyond economic repair. The policy says

"The new boiler make and model will be chosen by us and will provide a suitable level of heating and hot water for your property. It will match your existing boiler type (e.g. a combination boiler will be replaced with a combination boiler). Any heating system or boiler upgrade costs will be charged for. There is no cash alternative to the replacement offered."

Mrs S did not go ahead with installation of the new boiler under the policy and the terms are clear that Aviva will not pay any cash alternative in the event a policyholder makes their own arrangements. I do not therefore consider there is any cover under the policy for the costs incurred by Mrs S for the new boiler.

Mr K has said that there was delay on Aviva's part and Mrs S could not wait any longer for it to install the new boiler. I have therefore considered whether Aviva should pay towards the costs Mrs S incurred on a fair and reasonable basis due to delay on its part.

I can only consider and make an award that recognises the impact of any wrongdoing by a financial business on an eligible complainant. In this instance, the eligible complainant is Mrs S. I cannot therefore consider any impact on Mr K personally, either in relation to any rent reduction he says he gave Mrs S to reflect the cost of the boiler, or compensation for his time in dealing with the issue.

I understand there were young children living at the property and so the boiler needed to be replaced as soon as possible. It would have been a week in total for Aviva to have replaced the boiler. It says that it waited for four days for Mrs S to agree the quote and pay the deposit and it made the appointment for two days after she paid the deposit. Mr K then cancelled the appointment the day after it was made and the day before it was due to take place. Mr K says that Aviva has provided false information but I have not seen any evidence that what Aviva has said about this is not correct. It seems to me likely that if the quote had been agreed and the deposit paid sooner, the boiler would have been fitted within around 3 days of the initial call out, which does not seem unreasonable to me.

Mr K also says he spent 20 hours on the phone chasing up Aviva. Aviva's records show a few phone calls from Mr K but there is no evidence of either him or Mrs S having to chase Aviva repeatedly.

Having considered everything provided to me, I do not think there is any convincing evidence that Aviva caused unnecessary or avoidable delays in arranging the new boiler. I do not therefore consider that it needs to make any payment to Mrs S for the cost of the boiler, or in compensation.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 28 November 2023.

Harriet McCarthy

Ombudsman