

The complaint

Ms F's complaint is about the handing of claims made under a "*Heating, Plumbing and Electrics*" insurance policy with Aviva Insurance Limited.

Aviva is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims and complaints on its behalf. As Aviva has accepted it is accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In September 2023, Ms F had a new boiler installed, which she says has resulted in a number of electrical issues. Ms F considers that Aviva is responsible for the problems with the installation of the boiler and electrical issues that have arisen since then and wants it to rectify them and provide an electrical safety certificate.

Aviva says that it did not install the boiler and that there were a number of defects with Ms F's electrical system before this which are classed as having been caused by third party interference, which is excluded under the policy.

Aviva says that in April 2023, Ms F made a claim under the policy as there was a problem with her electrics. Aviva sent a contractor out who identified a problem with the fuse box. He said that some live wires were hanging out of the box. He isolated the live wires by turning off a circuit breaker but said any other work was excluded from cover as it falls within an exclusion for work required as a result of interference by a third party. Aviva says Ms F asked for a quote for a new fuse box but did not want to proceed.

In May 2023, Ms F reported an issue with her lights. Aviva says it agreed to attend but Ms F cancelled the appointment.

In August 2023 Aviva says that Ms F reported a noise from the fuse box and some sockets not working. Aviva sent an electrician who replaced an RCD.

In September 2023 Ms F called Aviva again, as she said she had an electrical issue. Aviva agreed to attend the next day. Aviva's contractor replaced a water damaged light. But he also said the remedial work Ms F had previously been advised about at the previous visits had not been done (*i.e.* the disconnected cables outside the fusebox). The contractor also said that there was an incorrectly installed cable to the ground floor lights and a hidden joint box and that the work required to rectify this was not covered, as it was also classed as having been caused by third party interference.

In September 2023, Ms F also had a new boiler installed privately. There was a problem with the wiring under the boiler, which Ms F wanted Aviva to resolve and she also wanted Aviva to issue an electrical safety certificate.

Aviva said there was nothing more it could do under the policy, any problems with the boiler installation is not its responsibility as it did not install the boiler; and that the electrical faults

reported were in existence before the boiler was installed and are not the result of insured events. Aviva said Ms F needed to have the remedial work and the safety certificate done privately.

Ms F is very unhappy with the work done when the boiler was installed and says this has caused numerous electrical issues. Ms F has made a number of points in support of her complaint I have considered everything she has said but have summarised the main points below:

- This was not a pre-existing issue with the fuse box, as she had been a customer for over two years before these issues arose. She has provided photos of the fusebox, which she says show that there is evidence of pre-existing issues.
- As soon as the boiler was installed the electrics started tripping out and not working leading to deterioration of the boiler. The electrical issues are therefore a direct result of the boiler installation.
- Aviva should carry out the EIRC after the boiler installation.
- Aviva has found faulty electrical connections and so should resolve them.

Ms F wants £9,000 compensation for failing to deal with the electrical issues at her property, which has led to the deterioration of her boiler and electrics.

One of our Investigators looked into the matter. She explained that while the boiler was installed by an entity that is part of the same commercial group as the agents that handle claims under this policy for Aviva, the installation was not done under the policy and was not done by, or on behalf of, Aviva. The Investigator therefore said we could not consider the complaint about the installation of the boiler.

The Investigator also explained that we could not look into other matters Ms F had raised since the complaint was referred to us, about the sale of the policy; water leaks; that engineers are not qualified to do the work; or the lack of response to a subject access request, as they do not form part of this complaint will need to be looked at separately.

The Investigator considered the actions taken by Aviva in relation to the insurance claims relating to electrical issues. She said the problems with the electrics were first identified in April 2023 (*i.e.* that there were loose wires outside the fuse box). The Investigator was satisfied that Aviva was entitled to refuse to rectify the electrical defects, as they were not caused by an insured event but as a result of incorrect installation which is not covered under the policy

Ms F does not accept the Investigator's assessment.

As the Investigator was unable to resolve the complaint, it has been passed to me. As the Investigator has already explained, I can only consider the handling of the claims for electrical issues in this 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.

Ms F's policy provides cover for various home emergency situations, including failure of the electrics. The relevant parts of the policy say:

"Electrics

What is Covered?

You are covered for an electrical emergency and breakdown of the domestic electrical wiring, including permanent damage caused by a power cut...

What isn't covered...

routine electrical maintenance tasks including...

iv. updating your property's wiring (except where necessary as part of a repair)."

The policy also has the following general exclusion:

"The following are also excluded from cover and therefore the Underwriter will not be liable for any of the following..."

h) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this policy, which does not comply with British Standards."

Ms F says that she is covered for electrical faults and therefore Aviva is obliged to rectify the issues found. However, these types of policy are intended to cover unforeseen electrical issues, such as a sudden failure of the electrics. They are not intended to cover issues caused by the way they have been installed. This is reflected in the policy exclusions set out above, which exclude claims relating to routine maintenance and for "*third party interference*", where a third party (so not Aviva) has caused an issue with the electrics, which would include how they have been installed.

Ms F says the problem with her electrics only happened after the new boiler was installed in September 2023. As stated the installation of the boiler is not something I can consider. And, as the boiler was installed by a third party and not by Aviva under this policy, any defects that arose because of the way the boiler was installed would fall within the exclusion for claims arising from third party interference.

I also do not agree that there were no electrical issues before then. The file records show that Aviva attended in April 2023 and found loose, live wires outside the fuse box. Ms F has provided pictures of the fusebox, which she says proves it is not faulty. I cannot see anything obviously wrong in the photos she has provided, but I have no reason to doubt the report of the electrical contractor that there were loose, live wires outside the fusebox, which he isolated by turning the circuit breaker attached to them off. The contractor said he advised Ms F this would need to be rectified privately. As this was not as a result of a breakdown or failure, I agree that Aviva was not obliged to rectify this under the terms of the policy. The notes also say that Ms F wanted to upgrade the fuse box at this time but I agree with Aviva that this would also be excluded from cover, as it is routine maintenance and was not required due to a breakdown.

In September 2023, Aviva attended again as Ms F had reported another issue. Aviva's contractor said the loose wires had still not been rectified and were still an issue. Aviva says its contractor also found a number of defects in the way the electrics on the ground floor had been installed. Again, as these issues are not the result of a breakdown or failure but are due to the way the electrics were installed, I do not consider Aviva was unreasonable in stating these would not be covered under the policy.

Ms F also says she wanted Aviva to issue an electrical safety certificate but I cannot see any part of the policy that would require Aviva to do this in relation to work to the electrics that were not done as part of a valid insurance claim.

Having considered everything carefully, I do not consider Aviva has acted unreasonably. I do not consider that it needs to do anything under the policy to rectify the faults it identified or to issue a safety certificate.

My final decision

I do not uphold this complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms F to accept or reject my decision before 5 August 2024.

Harriet McCarthy
Ombudsman