

## **The complaint**

Mr A is unhappy about the way Aviva Insurance Limited (Aviva) has handled a claim he made under his home emergency policy, regarding issues he was experiencing with his boiler and water heating system.

## **What happened**

Mr A contacted Aviva in November 2023, about issues he was having with his boiler and water heating system. Aviva's engineer attended Mr A's property on 9 November 2023, to inspect the boiler. During that inspection, the engineer observed that the system had a high volume of sludge and needed to have a power flush carried out to clear the debris from the system. The engineer's notes also detailed a number of other actions he had taken to try and improve the functioning of the boiler.

Mr A then arranged for the boiler and water heating system to be inspected by two other engineers. They agreed with Aviva's engineer about the part that needed to be replaced, however they didn't agree that a power flush was necessary or essential. So, Mr A asked Aviva to send their engineer back to his property to re-inspect the boiler.

Aviva declined to provide any further assistance until Mr A had arranged for a power flush to be carried out as recommended by their engineer. Mr A then raised a complaint with Aviva about their engineer, on 23 November 2023, saying he had left the boiler in a worse position than he'd found it in.

On 29 December 2023, following ongoing problems with the functioning of the boiler, Mr A arranged for a new boiler to be installed by a company I will refer to as G. Mr A believes Aviva should cover the costs he's incurred in replacing his boiler.

One of our investigators looked into what had happened and issued a view not upholding the complaint. She explained that the results of the test arranged by the engineer during his initial inspection supported his recommendation that a power flush needed to be carried out before any further work was carried out on the boiler. Our investigator also added that Aviva had agreed to pay Mr A £197.34 to reflect the cost they would have covered if the engineer had re-attended the property and replaced a part on the boiler. She concluded that was fair in the circumstances.

Mr A didn't accept our investigator's view and asked for an ombudsman's decision on his complaint.

## **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.

Having done so, I've come to the same conclusion as our investigator. I will explain why, by first referring to the relevant policy terms and conditions.

Page 3 of the 'Gas Central Heating' terms and conditions under the heading 'What is covered' says: 'A breakdown of the boiler an external components required to make it work such as pump, motorised valve, thermostat, timer, temperature control and external chimney (flue)'.

On the following page, under the heading, 'What isn't covered?' paragraph l) says: 'sludge/scale/rust within the system or damage caused by any other chemical composition of the water'. Then, on page 5, under the heading 'Maintenance Work' the terms say: 'When dealing with your boiler or heating system, after completing a repair we may advise that additional maintenance work is required to prevent a future breakdown. Where this maintenance work is not covered under this policy, it is your responsibility to have it completed. For example, your system may require cleaning to remove sludge, scale or rust. You will be notified in writing if maintenance work is needed and until this work is carried out, your premium payments will continue but you will not be covered for repairs to the affected part of your system.'

Again, in the following section which covers a breakdown of the water based heating system, the following exclusions are listed:

*'h) sludge/scale/rust within the system or damage caused by any other chemical composition of the water;*

*'j) a breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent future breakdowns;'*

When the engineer first attended the property he said that the system had a high volume of sludge which needed to be cleared with a power flush. The engineer took a sample of the system's water, which contained sludge and sent it away to be tested. The test results provided by the third party set out in a 'System Health Check Report' concluded that copper had corroded into the system water and the system was at risk of failure due to the presence of debris. The report recommended that the system be flushed to remove residue, cleaned, treated with an antifreeze protector, and it said a filter should be installed. Mr A told us that he had two other engineers inspect the heating system who said a power flush wasn't required. However, taking everything into account, I'm persuaded that the evidence clearly shows Mr A's heating system required a power flush. But, Mr A chose not to follow the engineer's recommendations, continued to experience problems with his heating system, then decided to replace his boiler.

The policy terms clearly exclude cover where there is sludge or rust within the heating system, and where an engineer has identified that remedial or maintenance work needs to be carried out. Both of those exclusions apply to Mr A's circumstances. Aviva therefore acted in accordance with the terms and conditions in the way it dealt with Mr A's claim. Aviva also, as a goodwill gesture offered Mr A the cost of replacing a damaged part of the boiler, in the sum of £197.34, which I'm satisfied was fair and reasonable in the circumstances. I am therefore not upholding this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 10 September 2024.

Carolyn Harwood

**Ombudsman**