

The complaint

Mr D has complained that Aviva Insurance Limited unfairly declined a claim under his home insurance policy.

What happened

Mr D contacted a plumber after noticing a smell in his house. The plumber found the waste pipe under his kitchen sink had been leaking in the floor void. The smell had been caused by stagnant water under the floor.

He paid £1,700 for his pipe to be repaired and made a claim to Aviva as his home insurance policy covered trace and access costs.

Aviva said the policy only covered trace and access costs where the leak had caused damage. It declined the claim as it wasn't aware of any damage.

Mr D thought Aviva was trying to avoid paying his claim. He referred his complaint to this service. Our Investigator didn't uphold it. She thought Aviva had treated him fairly.

As Mr D didn't agree, the matter has been referred 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.

No insurance policy covers every eventuality. In a policy of this sort only those events, or perils, listed in the policy are covered. In this case the cover in Mr D's policy for trace and access costs is as follows:

*“If **your home** has been damaged by a water leak, **we'll pay reasonable costs** to remove any part of the internal structure of the **home** needed to find the source of the leak. **We'll also make good after the leak's been fixed.**”*

The policy doesn't cover the cost of fixing the leak.

It's clear from this that the policy only engages when the water leak has caused loss or damage. My understanding of Mr D's claim is that there is no evidence of such loss or damage. The smell originally noticed by Mr D presumably disappeared after his plumber had removed the water and disinfected the area. I don't think it's reasonable to say that the smell amounted to loss or damage within the ordinary meaning of those words. So I don't think Aviva acted unreasonably in declining Mr D's claim.

Aviva has said if damage is found, it will consider it. I think that is fair in the circumstances.

While I understand Mr D feels strongly, he should be covered for this, I can't fairly make

Aviva reimburse him. It has been clear about what it would cover in exchange for the premium Mr D paid. I don't think there is any reason to justify it going beyond the terms it has agreed in the policy.

My final decision

For the reason set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 27 March 2024.

Elizabeth Grant
Ombudsman