

The complaint

Mr P complained that his claim to have a leaking water pipe fixed was unfairly declined by Aviva Insurance Limited ("Aviva") under his plumbing and drains policy.

What happened

Mr P made a claim when he noticed a leak from the join of the pipework leading to his boiler. Aviva said the claim wasn't covered by the policy and the issue could only be resolved by a heating engineer.

Our investigator decided not to uphold the complaint. She said the leaking pipe was directly attached to the boiler and so was deemed part of the heating system, so wasn't covered by the policy. Mr P disagreed, so the case has been referred to an ombudsman.

My provisional decision

I issued a provisional decision on this on 7 February 2024. I said:

"I can see Aviva have explained to our investigator that their "Product Team confirmed that if it was the pipe leading to the boiler which was leaking; this would be covered by the policy". However, it also said "upon speaking with the customer to arrange for an engineer to attend, Mr P confirmed a private contractor had attended and that a heat safe engineer was required. As the customer only holds a Plumbing and Drainage policy, we are unable to deploy this type of engineer under this insurance as the boiler isn't covered".

Mr P has explained that the joint that connects the feed pipe to the boiler was leaking, so he doesn't deem that to be part of the boiler. He said he couldn't claim for the fault under his boiler warranty, and he wanted Aviva to fix it.

As Aviva wouldn't fix it, Mr P paid his own contractor to carry out the work, but Mr P wants these costs reimbursed.

I've checked the policy and there is nothing specific to say the joint between the feed pipe and the boiler is part of the boiler system. So, I have sympathy because Mr P thinks his leak should've been fixed. The policy also indicates it covers "repairs to leaking pipes or joints". As this is the problem Mr P faced, it seems the policy does cover this incident.

Aviva have said its unable to deploy a heat safe engineer under the policy. It's beyond my expertise to who can fix which issues. However, I don't think it matters. The policy states it covers leaky joints.

As I don't think Aviva has shown that the cover doesn't stretch to this issue and as I've explained I think the policy covers this issue, then I intend to uphold this complaint. I intend that Aviva reimburse the costs Mr P has incurred less the policy excess (on production of a valid receipt). As Mr P has been inconvenienced with having to arrange his own contractor, I also intend to award £100 compensation for the distress and inconvenience caused".

Responses to my provisional decision

Mr P accepted my provisional decision, and he didn't have anything further to add.

Aviva didn't accept my provisional decision. It has made some of the same points it made before, so I won't repeat these. Aviva also said *"the Ombudsman now wants us to refund the cost of the private repair. However, there's no evidence of what that repair was (no report/invoice from the private engineer). They're saying that there's no exclusion for the pipe to the boiler not being covered. We haven't said that. We offered to go and have a look and confirmed if it was the pipe it would be covered but the customer wouldn't pay the excess to enable us to go out and assess the leak. Without any evidence to prove what repair was completed, I cannot agree to the decision. If I agree, and then it is proven that the leak was on the boiler/wasn't covered by the policy, the repair would have been correctly rejected but we would have been given/agreed to an Upheld decision in favour of the customer, which wouldn't be fair"*

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.

Whilst I think Mr P wasn't clear on the nature of his fault when he first made the claim. I think there is evidence this was clarified later. I've explained I think his claim should've been covered by the policy, so I think it's fair Aviva pay these costs.

I appreciate Aviva said Mr P could pay an excess, but he refused. However, I think Aviva set the expectation this would be a waste of Mr P's money, as it would be declining the claim. So, I can understand why Mr P didn't go ahead with this.

In respect to Aviva's comments that it needs evidence of the expenditure. I agree, which is why I asked for Mr P to provide a valid receipt.

My final decision

My final decision is that I uphold this complaint. I require Aviva Insurance Limited:

- Reimburse the costs Mr P has incurred less the policy excess (on production of a valid receipt)
- Pay Mr P £100 compensation – for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 21 March 2024.

Pete Averill
Ombudsman