

The complaint

Mrs and Mr W complain about the way in which Aviva Insurance Limited handled and settled a claim they made under their home emergency policy following a leaking kitchen tap. They are also unhappy with the service they received after reporting their claim.

What happened

Mrs and Mr W hold a home insurance policy, which includes home emergency cover. This policy is underwritten by Aviva. The policy that covers this complaint commenced on 25 June 2023 and expired on 24 June 2024.

On 26 May 2024, Mrs and Mr W contacted Aviva by telephone to report a claim due to a leaking kitchen tap. But they were informed by Aviva that it couldn't assist; it said leaking taps weren't covered by the policy.

Mrs and Mr W asked the agent they spoke with on the telephone to confirm where their policy stated that dripping taps were excluded. The agent checked the most recent terms and conditions and pointed Mrs and Mr W to the policy section that confirmed that dripping taps were excluded.

Mrs and Mr W disputed that leaking taps were excluded from the policy and were unhappy Aviva wouldn't provide assistance under their home emergency policy. They contacted Aviva on several occasions to check whether they'd been provided correct information about the policy terms. But Aviva reiterated that dripping taps were excluded under the policy and that its decision to decline this claim was correct.

Mrs and Mr W complained to Aviva about its decision to repudiate their claim. They said Aviva had referred to an incorrect policy document when discussing policy exclusions. Mrs and Mr W were concerned Aviva had changed its policy terms without drawing the new terms to their attention. And Mrs and Mr W were also unhappy with the way in which they were spoken to by staff after reporting their claim.

Aviva investigated Mrs and Mr W's concerns but didn't uphold their complaint. It accepted that the agent Mrs and Mr W spoke with had quoted from a more recent policy to the one that had been in force when the policy was inception. But it said the agents Mrs and Mr W had discussed their claim with had been correct to say leaking taps were excluded under the policy. So, Aviva said no error had been made as a correct decision had been made to decline the claim.

Being dissatisfied with how Aviva had resolved their complaint, Mrs and Mr W asked our service to investigate what had happened. Our investigator assessed this complaint and empathised with Mrs and Mr W. But they didn't recommend upholding this complaint. They were persuaded that dripping taps were excluded under the policy and that the claim had correctly been declined. And they said there was insufficient evidence to demonstrate that the way in which Aviva staff had spoken with Mrs and Mr W was inappropriate. So, they didn't direct Aviva to take any further action to resolve this complaint.

Aviva accepted our investigator's view of this complaint. But Mrs and Mr W disagreed with it and asked an ombudsman to decide their 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.

Where the information I've got is incomplete, unclear or contradictory, as some of it is here, I must base my decision on the balance of probabilities. I'd like to thank Mrs and Mr W and Aviva for the level of detail contained within their submissions. I've read and considered all the information provided. If I haven't specifically referred to a point that Mrs and Mr W or Aviva have made it isn't because I haven't considered it. My decision will focus on what I think are the key issues, which is an approach that reflects the informal nature of this service.

This service is an informal dispute resolution service. When considering what's fair and reasonable, I'm required to take into account a number of matters, which include relevant law and regulations, regulators' rules, guidance and standards, codes of practice, the terms and conditions of any insurance policy and, where appropriate, what I consider to have been good industry practice at the relevant time. I'm not limited to the position a court might reach.

I'm sorry to hear about the difficulties Mrs and Mr W experienced here. I know they feel very strongly about this matter and I appreciate the reasons they brought their complaint to our service. While I sympathise with them, the issue that I must determine is whether Aviva made a mistake, or treated them unfairly, such that it needs to now put things right. And, having thought carefully about everything Mrs and Mr W and Aviva have said, I've reached the same conclusions our investigator reached about this complaint. I appreciate Mrs and Mr W will be disappointed by this outcome. But I hope they can understand the reasons why I'm not upholding their complaint.

The first part of this complaint is about whether Aviva made an error in declining to assist Mrs and Mr W or settle their claim. So, I'll address that issue first.

As I explained in background to this complaint, Mrs and Mr W hold home emergency cover which is provided by Aviva. It's this policy of insurance under which Mrs and Mr W requested assistance and this policy is the subject of this complaint.

Home emergency insurance is designed to provide an emergency response to specific sudden and unforeseen emergency situations that may arise within the home. Mrs and Mr W assert that leaking taps are an emergency issue but Aviva disputes this. What constitutes an emergency is defined within Mrs and Mr W's policy with Aviva. There's a clear distinction drawn between what is an emergency and what is a maintenance related issue.

From carefully considering the policy terms, I'm satisfied that leaking taps are clearly referred to as being a maintenance related issue. Aviva is clear within the policy wording that leaking taps aren't an insured event and, thus, don't fall within home emergency cover. I'm persuaded that Mrs and Mr W ought to have been aware of how Aviva would classify a claim for a leaking tap and that it wouldn't offer cover for this issue under their policy.

I understand that Mrs and Mr W believe Aviva changed the policy terms during the time they've held home emergency cover. They dispute Aviva's assertion that it's never covered leaking taps. However, based on the evidence I've seen, I accept what Aviva says here. I say this because I've considered how policy terms were historically worded.

The policy wording from the policy dated 18 November 2015 outlines the extent of cover as follows:

“You are covered for emergencies relating to your internal plumbing or drainage or both, which results in total loss of water to your property or loss of water to your kitchen taps, blocked drainage, leaks or loss of toilet facilities in your property.”

The terms go on to explain that *“dripping taps that need repair”* are excluded from the policy.

These terms applied until September 2022 when the terms and conditions of Mrs and Mr W's home emergency policy were amended. I understand that this is the policy documentation that Mrs and Mr W would have received when they renewed their policy with Aviva in June 2023. This policy, again, explains that dripping taps are excluded. I say this because the terms state:

“This policy does not provide cover for maintenance related issues such as; sludge, scale or rust build up in your heating system, power flushes, dripping taps or routine electrical tasks such as, replacing light bulbs or adjusting timers.”

The terms of Mrs and Mr W's policy were, again, revised in around March 2024. However, dripping taps remained outside the scope of cover. I say this because the policy states that:

“Maintenance related issues such as; sludge, scale or rust build up in your heating system, power flushes, dripping taps or routine electrical tasks such as replacing light bulbs or adjusting timers” are excluded under the policy.

I'm persuaded that Aviva has consistently excluded leaking taps from its home emergency cover. I'm satisfied the policy terms set this out in clear language and unambiguous terms. So, I'm satisfied Mrs and Mr W ought to have been aware that the issue they reported wasn't covered by their home emergency policy and that Aviva weren't obliged to provide assistance for leaking taps. I'm also persuaded that, in declining to repair Mrs and Mr W's leaking tap, Aviva acted fairly in declining to cover this claim.

I'm aware that during discussions with Mrs and Mr W, Aviva quoted the terms and conditions within its revised policy of March 2024 when informing them that leaking taps were excluded from its home emergency cover. However, I'm satisfied this didn't significantly impact on Mrs and Mr W because, while the policy wording differs slightly between the policies of 2022 and 2024, both are clear that leaking taps are excluded. So, the correct advice was given to Mrs and Mr W about the limitations of cover in relation to the issue they were reporting. It follows that I'm not upholding this part of Mrs and Mr W's complaint.

I'll turn now to the final part of Mrs and Mr W's complaint which relates to their concerns about the way in which Aviva staff spoke with them after they asked to pursue a complaint.

I understand from Mrs and Mr W that they were initially transferred to a closed department to register their complaint. While I acknowledge that must have been frustrating, I'm satisfied this didn't cause significant delay to Mrs and Mr W's ability to complain. And I can see that the complaint was, ultimately, resolved within five days of Mrs and Mr W reporting their issue with their leaking taps. So, a swift outcome to this complaint was provided here.

I've listened to the calls that Aviva has shared with our service from 28 May, 31 May and 3 June. But I haven't heard anything that persuades me that the behaviour of staff was unreasonable or unfair. Based on the call recordings our service has received, I'm satisfied that Aviva staff are empathetic, have a good understanding of Mrs and Mr W's complaint and provide comprehensive reasons as to why leaking taps aren't covered under the policy.

I understand from Mrs and Mr W that the calls where the conduct of Aviva staff upset them took place on 5 and 7 June 2024. They say staff were hostile and indifferent during these calls. However, Aviva has provided evidence to our service that shows there are no further call recordings available. So, it isn't possible to listen to call recordings from this period.

I'm not seeking to undermine Mrs and Mr W's concerns here. But, as there's no independent evidence to corroborate what they say about the conduct of Aviva staff on 5 and 7 June 2024, it isn't possible to investigate this part of Mrs and Mr W's complaint further or make a finding in their favour here. This is because the balance of probabilities evidential threshold on which I'd need to be satisfied that something is more likely than not hasn't been met. I'm therefore not going to comment any further on this part of Mrs and Mr W's complaint.

I appreciate that Mrs and Mr W feel very strongly about the issues raised in this complaint and I've carefully considered everything they've said. But I'm not going to uphold this complaint for the reasons outlined. This now brings to an end what we, in trying to resolve Mrs and Mr W's dispute with Aviva, can do for them. I'm sorry we can't help Mrs and Mr W any further with this.

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 Mrs W and Mr W to accept or reject my decision before 10 February 2025.

Julie Mitchell
Ombudsman