

The complaint

Mr V complains that Aviva Insurance Limited (“Aviva”) declined a claim for a leak, but still charged an excess under his home emergency policy.

What happened

Mr V had a home emergency insurance policy from Aviva covering various domestic emergencies.

Mr V found a leak in his water system. He reported the incident, using Aviva’s automated system, as a leaking water tank and made a claim. He also paid £30 excess so that Aviva would send a repairer.

Aviva’s repairer said the leak was from a pressure release valve on the unvented hot water cylinder. This wasn’t covered by the policy. The repairer made sure that further water leaking from the valve would be captured rather than dripping away.

Mr V wasn’t happy about his claim being rejected. He complained to Aviva and said it shouldn’t have sent out a repairer if his claim wasn’t going to be covered. Aviva said its policy was clear in that repairs of hot water cylinders and their associated components are not covered under the policy. They wouldn’t refund the excess Mr V paid.

Mr V organised his own repair at a cost of £144.

As he remained unhappy, Mr V brought his complaint to our service. He asks that Aviva pays the costs of his repairer and return his excess. He said if he’d been able to speak to an operative rather than an automated service, it was likely that the repairer wouldn’t have been called out and he’d not have had to pay £30. Our investigator looked into his complaint and thought it wouldn’t be upheld.

Mr V didn’t accept the view. He points out that a product summary document he’d been provided didn’t say the water tank was excluded. But it did say that leaks from water pipes were covered.

He asked that his complaint was reviewed by an ombudsman, so it’s been passed to me to make a final 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.

Having read the file of evidence, I’m not going to uphold Mr V’s complaint. I do appreciate he’ll find my decision disappointing, and I’ll explain why I’ve decided this.

I’ve started by considering the cover under the policy which says Aviva will:

“Drain and isolate a leaking hot water cylinder/radiator”

But there's a relevant exclusion applying to the cover, which says:

"repair or replacement of radiators, hot water cylinders (and their associated and integrated components - such as pressure release valves) ... unless there is no other way to stop the leak is not covered."

The wording used is clear, and from the description of Mr V's situation I think Aviva's declination of his claim is fair.

I can see Mr V has commented about the suitability of Aviva's product summary document he's provided. But that document is labelled as a "quick reminder". The full policy terms are found within the policy documents, and it's not fair to expect Aviva to list all of the exclusions on a simple summary document.

He's also talked about whether a conversation with a claims handler rather than an automated system may have meant he found out his claim wasn't covered before he paid the £30 excess. I've thought about this carefully. Mr V reported the problem as a water leak, but it was diagnosed as a pressure release valve operating, causing water to be released and dripping down.

On balance I'm not sure the exactness of this water 'leak' would have become more apparent even if it did involve a human interaction. I think Mr V's situation reasonably needed a repairer to attend and work out the problem in person.

Mr V has also talked about his disappointment that he paid his excess of £30 even though his claim wasn't covered. Again, I looked at the policy wording:

"...the amount detailed on your policy schedule will need to be paid each time a claim is made. Payment will be taken before we send out an engineer."

And

"...if investigation is undertaken and the engineer confirms the problem cannot be resolved under the policy, your excess will not be refunded..."

I think Aviva's terms here are clear.

I've said above that I think the situation reasonably needed a repairer to attend, so it follows that Mr V needed to pay the excess, and it's not refundable.

So I can't uphold his complaint, and I think Aviva acted fairly and in line with the policy terms and conditions.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 22 April 2025.

Richard Sowden
Ombudsman