

The complaint

Mr H complains that Aviva Insurance Limited (“Aviva”) declined to pay for a faulty pump when he made a claim under his home emergency policy.

What happened

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

He contacted Aviva and made a claim because he noticed that a pump in his water system wasn’t working consistently.

Aviva said that pumps aren’t covered under the terms of its policy.

Mr H complained. He said that Aviva’s promotional material said it would pay for repairs to plumbing systems. He thinks its definition of what’s covered, and what isn’t, is too vague and the contract is confusing and contradictory.

Mr H paid for the pump to be replaced at a cost of £613.93.

As he remained unhappy, Mr H brought his complaint to our service. He points out that the pump is a vital part of the toilet system in his home. So he thinks Aviva should apologise and pay his claim. He also wants the insurance contract to be re-written.

Our investigator looked into his complaint and thought it wouldn’t be upheld. He thought that the cover was clear.

Mr H didn’t accept the view. He responded and made a series of points about different parts of Aviva’s policy wording.

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 H’s complaint. I do appreciate he’ll find my decision disappointing, and I’ll explain why I’ve decided this.

From the file, it’s my understanding that the pump Mr H made a claim for supplying water around his home.

I’ve looked at the cover under the policy, which says:

“What is Covered?”

Plumbing and Drainage: You are covered for problems relating to your plumbing and

drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blocked drains; repairing taps; restoring toilet facilities, repairing leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking or causing a permanent blockage. This will include the temporary reinstatement of any excavations carried out as part of the claim.

Water Supply Pipe: You are covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section of the water supply pipe. This will include the permanent reinstatement of any excavations carried out as part of the claim."

What this means is there doesn't seem to be cover for a failed (or in Mr H's case, faulty) pump under the cover provided by the policy.

But there may be cover under the part saying "*restoring toilet facilities*" as it's my understanding that Mr H's toilet cisterns weren't refilling.

There's also a list of examples of typical claims that the policy sets out to handle, and I can't see there's a pump listed in those.

The policy does talk about a pump, but this sits under the cover provided for heating system failure and seems to relate to a leak in that system caused by the pump failing. I can't see that this part of cover is relevant to Mr H's pump which wasn't on the heating system.

Further inspection of the policy wording also shows this relevant exclusion:

"General Exclusions

The following are also excluded from cover and therefore [Aviva] will not be liable for any of the following:

q) the following are not covered:

i. pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves"

General Exclusions apply to the entire policy, and although Mr H's exact pump type isn't specifically listed, the policy seems to exclude all pumps (subject to the mention of a heating system pump I've talked about above).

In his response to this service, Mr H has talked about the various documents he was provided by Aviva. He says that the policy schedule says:

"This policy meets the needs of homeowners requiring assistance in the event of a problem at their property with plumbing and drainage".

As a consequence of this statement, he maintains that "*...the pump is part of the plumbing of our house and not excluded by any of the subsequent statements in the contract.*"

Unfortunately for Mr H, I don't agree. There's a General Exclusion that deals with his particular situation, and I think it's been fairly applied.

I do appreciate Mr H has made further comments about other parts of the wording, but I'm

not going to talk further about those and I'll draw his attention to the "General Exclusion" I've mentioned above and its effect on the entire policy.

It's important I say that a policy document should be read completely, and even though the policy may set out to provide some cover for problems with toilet facilities, the exclusion removing cover for pumps is, I think, clear.

Mr H has also pointed out that a previous repair had been carried out by Aviva covering a ballcock, which isn't specifically mentioned in the wording. His point here is that common sense should apply and I'd infer that, from his thinking, that his pump should be covered by Aviva. I'd respond to that point by again saying that I think the exclusion is in force and has been fairly applied. If Aviva decide to provide cover for something over and above what's in the policy wording, then that's its choice and I'd say it was fair and reasonable. But I can't say that Aviva needs to provide cover over and above the policy on every claim, as that wouldn't be fair.

I'll finish by saying that Mr H also asked that Aviva rewrite the contract to make it less contradictory and confusing. It might be helpful for me to say here that we aren't the regulator. We offer an informal dispute resolution service and we have no regulatory or disciplinary role. If Mr H has concerns about the policy wording then he's free to contact Aviva's regulator, which is the Financial Conduct Authority.

So, I'm not upholding this complaint and I'm not going to ask Aviva to do anything more.

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 H to accept or reject my decision before 28 May 2025.

Richard Sowden
Ombudsman