

The complaint

Mr D complains that Aviva Insurance Limited (Aviva) unfairly declined a claim he made on a home emergency insurance policy.

What happened

Mr D owns a property which he rents out. He held a home emergency insurance policy with Aviva. His tenant reported a plumbing issue relating to waste water removal from sanitaryware.

Aviva sent a plumber to the property and they said the blockage as located outside Mr D's property. Mr D arranged for a plumber to attend via the property's management company who identified a blockage in the pipes inside Mr D's property and removed it, which fixed the issue.

Mr D complained to Aviva, and then our service. Our investigator thought that based on the evidence from Aviva's plumber, it had acted fairly as the plumber had said the issue was outside Mr D's property.

Mr D didn't accept this, and provided a report which he'd since been able to obtain from the second plumber who attended. This was provided to Aviva who accepted their plumber's conclusions had been wrong. It said it would reconsider Mr D's claim, including for any costs paid to the second plumber, and offered £150 to recognise the distress and inconvenience caused.

I wrote to Mr D to explain that I thought Aviva's offer was fair. Mr D didn't accept this, believing the compensation paid should be higher.

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.

Since the complaint was referred to our service, Aviva's position has changed. I no longer need to assess whether the initial decision to decline cover for the claim was reasonable as it's now accepted that the issue was in Mr D's property and Aviva's plumber failed to identify this or adequately investigate the cause.

I would however note that it would be reasonable for Aviva to base its initial decision to decline cover based on its plumber's advice. It's entitled to rely on that advice until such a time as contradicting evidence from a similarly qualified individual is provided. That's what happened here. Mr D wasn't in receipt of the second plumber's detailed report until after our investigator gave her view of the complaint. After reviewing the contents of this, Aviva has acknowledged its plumber was wrong, accepted the claim would fall within the scope of cover (subject to the remaining terms and conditions of the policy) and offered £150 compensation.

It therefore seems that I need to determine whether the £150 compensation offered is reasonable and appropriate given the impact of Aviva's actions (as it is liable for the poor service provided by its plumber). I assume that Aviva agree that its engineer could, and should, have identified the actual cause of the issue and that this was within Mr D's property.

I should say at the outset that I can't award compensation (or increase the amount I award) because Aviva didn't change its decision until Mr D provided the evidence of the second plumber. As I've said, it was reasonable to rely on that advice until the contradicting report, detailing the cause of the issue, was provided.

I note Mr D's position that as the second plumber was appointed through a management company, the cost of this is currently unknown as it's likely to have been paid from a service charge on the property. Aviva's said it will consider a claim for any costs relating to the second plumber so if Mr D does establish what these were, he'd be welcome to submit this to Aviva for consideration in accordance with the terms and conditions.

Furthermore, as Mr D is the policyholder but rents out the property, I do have to consider that the distress caused to him by the incorrect advice given by Aviva's plumber, and the further delay in resolving the issue, is reduced as it wasn't his own property which had the issue. Any compensation due will be paid to Mr D, as the policyholder, not the tenant.

I can't include the distress suffered by the tenant in my determination. Mr D notes that the tenant was in regular contact while the matter remained unresolved, and he had to make arrangements for washing facilities and laundry to be provided. I appreciate that would have caused frustration and inconvenience for Mr D, albeit less than the tenant who was left without the facilities while the matter remained unresolved.

I accept Mr D did suffer some inconvenience and distress, and this wasn't insignificant. However, the evidence I have of the reports from the plumbers is that the second plumber attended one day after Aviva's plumber, and so the impact of Aviva's poor service was over a relatively short period of time.

I accept the matter should have been resolved on the first plumber's visit but within a day the second plumber had attended and resolved the issue. The existence of the plumbing issue (which Aviva isn't liable for) isn't something for which I can award compensation – I have to identify and compensate for the service failings. Where an error or omission causes upset and inconvenience for a short period of time, as is the case here, I think an award of £150 is appropriate.

My final decision

Aviva Insurance Limited's offer of £150 compensation and to reconsider the claim in accordance with the remaining terms and conditions of the policy is fair.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 23 July 2025.

Ben Williams
Ombudsman