

The complaint

Mrs M complains that Aviva Insurance Limited (“Aviva”) declined a claim for a blocked pipe under her home emergency insurance policy.

What happened

Mrs M had a home emergency insurance policy with Aviva covering her home. She took out the policy in April 2024.

In March 2025 she noticed that her water supply had suffered a distinct drop in pressure. She contacted Aviva and made a claim.

Aviva investigated the claim and declined it. It said Mrs M had previously made a claim for a restricted flow rate in October 2024, which was declined due to the cause being pre-existing.

Mrs M complained. Aviva continued to say it wouldn’t cover the claim, but it did say its service hadn’t been very good. It had sent out three engineers that weren’t needed and it had caused Mrs M distress and inconvenience. It said it should have declined the claim earlier. It paid Mrs M a total of £350 compensation, which included a refund of a £30 excess she’d paid.

Mrs M wasn’t happy and brought her complaint to this service. She asks that Aviva settle her claim. She paid for the blockage to be fixed at a cost of £900. Her contractor replaced the metal supply pipe with a plastic one.

Our investigator looked into her complaint and thought it wouldn’t be upheld. Aviva discussed the cause of the problem with Mrs M’s contractor who said the problem was a build up of fur which had been taking place over some time.

Mrs M didn’t accept the view. Because she didn’t agree, her complaint has 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 Mrs M’s complaint. I do appreciate she’ll find my decision disappointing, and I’ll explain why I’ve decided it.

The policy provides the following cover:

“What is Covered

Within the Plumbing and Drainage system at your Property, Repairs to resolve;

3 A leak or blockage within the water supply pipe, which connects your Property to the mains water including where it runs outside of the Property boundary. The cover

includes Reinstatement of the area excavated by us.”

Aviva has referred to this exclusion, commonly called a pre-existing defect exclusion:

“General Exclusions

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

b. Any event, loss or damage arising from circumstances known to you before your Policy start date or occurring in any Exclusion Period.”

I can see from the file that Mrs M has said that her home has always has low water pressure since she moved in, which was in October 2023 from the details on file. She claimed under the policy in October 2024 and March 2025 when there were sudden drops in the flow and I can see this caused her problems particularly with showering as the flow rate was too low for the showers to operate.

And this this point that’s at the centre of her complaint. From her description of the low-pressure situation, it seems to me that her property likely had problems with its water supply before she took the policy out.

I appreciate Mrs M has talked about her awareness of the problem. She’s said she didn’t know there was a blockage. But the evidence seems to say that she was aware there was an issue, that became worse in October and March when the supply dropped even lower.

I’ve also been supplied with photos from Mrs M’s contractor who replaced the pipe. The old, metal, pipe shows significant furring, which I’m aware takes place over a long period of time.

Mrs M has also talked about the sudden changes in pressure I’ve mentioned above. But I think the pipe was in poor condition and it seems reasonable to think that as the internal diameter was being restricted, the water supply to her home could have been subject to sudden and more obvious changes in pressure. But I can’t fairly say that’s the result of a new blockage that might be covered under the policy, and it seems more likely that the water supply was already low enough to cause problems and the October and March claims were part of the pre-existing problem.

What this means is that I think Aviva acted fairly when it declined the claim on the pre-existing exclusion.

I’ll also mention that Mrs M has raised further points about how the invoice from her contractor was shared, and concerns she had about a possible breach of the Data Protection Act. I can see Mrs M has received a reply about these concerns from this service so I’m not going to explore these further here.

I can also see Mrs M reported that the water pressure was now “normal” and she could use the showers again, and I’m happy that the blockage has now gone.

I’ve also looked at Aviva’s response to Mrs M’s complaints. I can see it’s said it sent out engineers even though it already had the information it needed to decline Mrs M’s claim. It’s paid her a total of £350 compensation for her distress and inconvenience, as well as a refund for an excess she’d paid. I’ve thought about this, and consulted this service’s guidelines on compensation, and I think £350 is in line with those, so I’m not going to ask Aviva to pay more and I’m not upholding this complaint.

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 Mrs M to accept or reject my decision before 10 November 2025.

Richard Sowden
Ombudsman