DRN-5814279

The complaint

Mr S complains Aviva Insurance Limited (Aviva) hasn't agreed to carry out repairs under his plumbing and drainage insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. Mr S held an insurance policy with Aviva providing cover for his plumbing and drainage. In October 2024 Mr S reported an issue with his upstairs toilet which Aviva's engineer subsequently repaired.

In May 2025 Mr S contacted Aviva as he noticed a leak coming from his upstairs toilet which was causing damage to the ceiling below. Mr S thought this could be related to the previous repair carried out.

Aviva's engineer attended and identified a crack in the cistern which was causing the leak. They said there wasn't cover under the policy for a replacement. Mr S raised a complaint with Aviva.

On 21 May 2025 Aviva issued Mr S with a final response to his complaint. It said the damage to the cistern wasn't caused by the work it had carried out and the policy didn't provide cover for a replacement. Mr S referred his complaint to this Service.

Our Investigator looked into things but didn't uphold Mr S's complaint. Mr S didn't agree. He said his cistern would be considered a cold water tank, which is covered under the terms of his policy. And whatever caused the leak, the repairs were guaranteed for 12 months.

As an agreement couldn't be reached the complaint has been passed to me to decide.

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.

I want to acknowledge I've summarised Mr S's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focused on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr S and Aviva I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Aviva shouldn't unreasonably reject a claim.

Aviva has relied on an exclusion in the policy to decline Mr C's claim for a new cistern. The exclusion states:

> '***What isn't Covered***

X *Replacement of toilets, sinks and other sanitary ware'*

Mr S has said the cistern which was damaged can't be considered as sanitary ware. He said it's a small, plastic box concealed behind a wall. He said it is a cold water tank housing the flushing system.

Whilst I acknowledge what Mr S has said, in the context of his insurance policy, I don't think it can be reasonably concluded that Mr S's cistern is a cold water tank rather than part of the toilet or sanitary ware. The cistern houses the flushing mechanism, which is required for the toilet to function as necessary. As I think it was reasonable for Aviva to consider the damaged cistern as sanitary ware, I think it was fair for it to rely on the above exclusion when declining to replace it.

Mr S has said he thinks the crack to his cistern may have been caused by the previous repair carried out by Aviva's engineer in October 2024. He's said a plumber has recently told him a split like the one he experienced is often caused by over-tightening of the flushing mechanism.

I can see Aviva spoke to its Technical Governance Officer who said as it was 7 to 8 months since the previous repair it carried out, it doubted its actions caused the damage.

I can see Aviva carried out a repair to the flushing mechanism of Mr S's toilet in October 2024. He then reported the leak to Aviva in May 2025 at which point it identified the small crack in the cistern. Given the time that passed between the original repair and the leak being identified I don't think there is sufficient evidence to say it's more likely than not the crack was caused by Aviva's previous repair. Therefore, I don't think it was unreasonable for Aviva to conclude it wasn't responsible for the damage to Mr S's cistern.

I know this will be disappointing for Mr S, however for the reasons I've explained I think Aviva has considered Mr S's claim fairly and so I don't require it to take any further action in relation to his claim.

My final decision

For the reasons I've explained I don't uphold Mr S's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 March 2026.

Andrew Clarke
Ombudsman