

The complaint

Mr A complains about the service Aviva Insurance Limited (“Aviva”) gave him under his domestic emergency insurance policy when he made a claim for a blocked drain.

What happened

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

He called Aviva and made a claim when he found a leak at his house when he was using some domestic appliances. Aviva sent out a technician the following day who couldn’t find a leak and said they’d refer the matter to Aviva’s drainage team.

Three days later, Aviva attended but couldn’t access some areas. It re-arranged the appointment and said it would attend about five days later after the festive period.

Mr A complained and Aviva said it would pay for Mr A to arrange his own engineer. It said it would pay him £30 compensation for the appointment being moved. Mr A’s engineer unblocked the drain and Aviva paid £420 for the work carried out.

Aviva looked at Mr A’s engineer’s report and said it thought further work would be preventative, which isn’t essential work under the policy. The total predicted cost for repairs was about £4,000.

Mr A remained unhappy and brought his complaint to this service. He asks that Aviva carried out the work to fix the blockages and leaks. Our investigator looked into it and thought it wouldn’t be upheld. She thought the work required was maintenance or preventative, which isn’t covered under the policy.

Mr A didn’t agree with the view. He said there was still a leak in his property that he thought was caused by the original blockage.

Because he didn’t agree, this complaint has been passed to me to make a 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.

I can see from the file there were minor delays attending Mr A’s home. Aviva agreed to cover the cost of Mr A arranging this himself, and I think that’s fair. I also think its payment of £30 for his inconvenience was fair.

The report from Mr A’s engineer who cleared the blockage says:

“Mechanical drainage equipment was then deployed to clear a long-standing blockage caused by solid waste accumulation within the pipework.”

It continues saying:

“...tests revealed that the blockage had caused significant pressure build up within the drainage network, leading to the leakage of wastewater from unsealed joints and pipe connections.”

And

“Given the severity of the situation I strongly recommend the immediate remedial works to prevent a recurrence of this issue.”

I’ve also been provided with a further report from Aviva which talks about Mr A’s requirements:

“[Mr A] also wants the gully under the kitchen floor dug up and replaced with a 90-degree bend due to it blocking regularly, then a dig next to the manhole to get rid of cement ingress on the joint and replace the bend then resin line approx 4M up to the gully to cover the joints from leaking.”

Aviva also commented that this later visit was provided by an engineer who was apparently told by Mr A that the leak had been fixed a few weeks before, although I can see Mr A refutes this.

The purpose of Mr A’s policy with Aviva is to deal with domestic emergencies – like the blocked drain talked about here. Having cleared the blockage, it seems to me that Mr A now believes the policy will pay to fix the underlying issues. But it seems to me that the reports say that the work to fix the problem is preventive maintenance work. I say this because the reports talk about stopping recurrence of the issue, and further work being done to deal with poor planning and build of the drainage system in his property.

Given Mr A’s report talks about the blockage being “long-standing”, I think it’s fair I say that the original blockage covered by the policy was a result of a lack of long term maintenance.

In later correspondence with this service, Mr A has also talked about the cover under the policy saying it would cover:

“Repair a blocked or leaking drain or waste pipe to restore flow and repair if leaking or collapsed.”

Aviva referred the claim to its internal technical team, which confirmed that it didn’t think that joints in the drains would have been damaged by the blockage, but rather that that the cause of the blockage would have been the complete opposite – in other words, the blockage likely would have been caused by joints being in poor condition.

The policy contains an exclusion saying it won’t cover:

“Day-to day maintenance of the items covered by the policy at your property, for which you are responsible.”

Taking all this into account, I’m satisfied Aviva paid for the unblocking of Mr A’s drain under the terms of the policy. But I’m not persuaded that it needs to pay for the work to fix the underlying problems identified in the reports.

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 A to accept or reject my decision before 26 November 2025.

Richard Sowden
Ombudsman