

The complaint

Mr E complains about the response of Aviva Insurance Limited ('Aviva') following a claim he made on his home emergency insurance policy.

Any reference to Aviva as the underwriters (insurers) of this policy includes the actions of any agents acting on their behalf.

What happened

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties. Instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr E had a home emergency insurance policy with Aviva. During an annual service, agents acting on behalf of Aviva identified an issue with the gas supply pipe to a cooker within Mr E's property. It was decided that the gas supply pipe would need to be replaced. Mr E was unhappy with the proposed reroute and arranged for his own private works to be carried out, at a cost of over £2,000.

Mr E raised a complaint with Aviva about the claim response. Aviva partially upheld the complaint. They offered £150 compensation to recognise service issues – including delays. They also offered to pay Mr E what the repair would've cost them.

Remaining unhappy, Mr E referred his complaint to our Service for an independent review. Our Investigator didn't recommend that Aviva needed to do anything further. As the dispute remains unresolved it's been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. In my decision, I'll focus mainly on the complaint points that remain in dispute following our Investigators' assessment.

The scope of this decision

It's important to point out that this type of home emergency insurance policy is usually intended to compliment other property insurance. That is, the intention of home emergency cover is usually to respond to a home emergency as defined by the policy terms to resolve the immediate emergency and prevent further damage occurring.

Mr E has referred to damage caused by Aviva carrying out a repair not being covered by his buildings insurance - and that is likely correct. Buildings insurance will often provide cover for

pipes - such as gas or water where accidental damage has occurred. In any case, I'm only considering Avvia's response under this home emergency contract of insurance.

The proposed repair

I thank Mr E for providing his illustration of Aviva's proposed solution and his preferred solution. Mr E preferred the pipework to be concealed under the flooring. For cosmetic reasons, I can understand why.

Although Mr E has said the pipes would be visible, Aviva have said they'd be covered. I can understand Mr E's frustration that the engineer on behalf of Aviva seemingly agreed with his preferred solution, but Aviva authorised an alternative repair.

On balance, I find the repair proposed by Aviva to be reasonable and in keeping with the intention of this home emergency policy and the spirit of the policy terms. As referenced above, this type of claim scenario would often be better dealt with under a buildings insurance policy, once the immediate emergency (leaking gas) had been resolved.

Having carefully considered Mr E's point about the safety of Aviva's proposed solution and consulted the relevant gas safety regulation <https://www.legislation.gov.uk/ukxi/1998/2451> I've found no persuasive evidence to support what he's said. I note our Investigator also asked Mr E what specific building regulations Aviva's proposed repair would contravene, but he's been unable to specify. From my own research, I've been unable to find evidence to support Mr E's position that would undermine the actions taken by Aviva as being unfair.

I find that Aviva don't have to reimburse Mr E all the costs he incurred having the repair carried out privately. I say this because they offered to carry out a repair and Mr E rejected this. He chose to authorise the private repair at a higher cost. Aviva said (in line with the policy terms), any repairs not authorised by them and carried out privately by Mr E wouldn't be covered under the policy, but I find it fair and reasonable that Aviva offered to reimburse Mr E what the repair would've cost them (£364.20). I've not awarded interest on this figure because I'm satisfied it was fair that Aviva offered to carry out the repair and made their offer to Mr E in a timely manner.

The service provided

It's not in dispute that there were significant delays when responding to this claim. I'm sorry to hear that the delays impacted Mr E's family plans and resulted in him being without cooking facilities for an extended period.

Based on the available information, Mr E was informed on 20 November 2024 that Aviva wouldn't be looking to lift flooring to fit the new gas pipes. And this was reiterated on 27 November.

I agree there was an avoidable delay of several weeks when initially responding to the claim. I've then considered the £150 offer from Aviva alongside our published guidelines on these types of awards and the impact on Mr E. On balance, I find the compensation offered to be fair, reasonable and proportionate – relative to the impact on Mr E.

Putting things right

Aviva Insurance Limited offered to pay Mr E £150 compensation for the service they provided and they also offered to pay Mr E £364.20 - which is what the repair would've cost them.

Based on the available information, it appears that the £150 offer may have already been paid to Mr E.

My final decision

Aviva Insurance Limited has already made an offer to pay £514.20 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Aviva Insurance Limited should pay Mr E a total of £514.20 - if they've not already done so. Any amounts already paid can be deducted from this figure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 24 February 2026.

Daniel O'Shea
Ombudsman