

The complaint

Mr H complains about the way Aviva Insurance Limited (Aviva) handled a claim he made under his home emergency insurance policy.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In June 2025 Mr H reported a claim to Aviva after he noticed a leak from his toilet which was dripping through the ceiling below. Aviva arranged for an engineer to visit Mr H's property. The engineer felt the safest way to check where the leak was coming from was to make an access hole in the ceiling below. Mr H disagreed and believed the floorboards in the bathroom should be lifted in order to access the leak. The engineer refused to do so as they were concerned about asbestos. As Mr H wouldn't allow the engineer to access the leak through the ceiling, they left without carrying out any repairs. Mr H subsequently arranged for the floorboards to be lifted and repairs carried out.

Mr H was unhappy with the engineer and so raised a complaint. He was also unhappy with the way Aviva's handler spoke to him.

On 23 June 2025 Aviva issued Mr H with a final response to his complaint. It said it thought its engineer acted in accordance with safety protocols and its handler maintained a professional demeanour while attempting to explain its policies and processes. Mr H referred his complaint to this Service.

Our Investigator looked into things but didn't uphold Mr H's complaint. Mr H didn't agree with our Investigator. In summary he said he thought the engineer didn't have the necessary skills to lift the floorboards and so was making excuses. Additionally, he said had the engineer gone through the ceiling as he wanted to, he would have hit a supporting beam and released asbestos dust into the air.

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 H'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 H and Aviva I've read and considered everything that's been provided.

The relevant rules explain Aviva should handle claims promptly and fairly.

The terms of Mr H's policy explain that Aviva won't start or complete any work if it believes

there is a health and safety risk to its engineer. This can include the presence of hazardous chemicals or asbestos. It goes on to explain that Mr H would be responsible for making the property safe, including the cost for the safe removal of asbestos.

I can see from the engineers notes that Mr H's bathroom includes an internal asbestos soil vent pipe (SVP). They wrote that Mr H asked them to lift the linoleum tiles, which they said could contain asbestos, and take the floor up next to the SVP, but they wouldn't do this without the tiles being tested.

Based on the evidence provided, I don't think it was unreasonable Aviva's engineer didn't agree to lift the tiles and floorboards in Mr H's bathroom. It doesn't appear to be disputed that the SVP was asbestos, and I think the engineer was entitled to have health and safety concerns in the circumstances. I acknowledge Mr H has said there was no risk in lifting the floorboards, and the tiles were fitted in 2010 so wouldn't contain asbestos, but I don't think it was unreasonable for the engineer not to proceed without appropriate testing and take a cautious approach in the circumstances, despite Mr H's assurances it was safe to proceed.

I understand the engineer said the safest way to access the leak would be through the ceiling below. Mr H has raised concerns about the safety of this method, specifically in relation to asbestos and the support beams. I'm not an engineer and so I can't reasonably say the engineer was incorrect to suggest accessing the property through the ceiling. In any event, I don't think this changes things as Mr H didn't agree for the engineer to proceed with this.

Mr H paid his own plumber to carry out a repair and replace his toilet which he would like Aviva to reimburse him for. The terms of Mr H's policy explain Aviva won't cover the replacement of toilets, nor the cost of any work carried out by Mr H or any persons not authorised by Aviva in advance. In addition, Aviva offered to return to carry out a repair of the leak if Mr H arranged access to the leak himself, but he didn't want it to do so. So, I don't think it's unreasonable Aviva hasn't paid toward the repair Mr H had carried out.

Mr H has said he was unhappy with the way Aviva's handler spoke to him when he initially raised his complaint. I've listened to this call and whilst I think the handler remained professional, I can understand why Mr H came away from this call frustrated with how it was handled. In its final response Aviva has said it will ensure the feedback Mr H has provided about this is taken into consideration and I think this is a reasonable response to this call.

Whilst I acknowledge Mr H was unhappy with this call, I think frustration was with the fact the engineer hadn't agreed to lift the floorboards to access the leak, which as I've said I don't think was unreasonable. So, I don't consider that it's necessary to require Aviva pay Mr H compensation in the circumstances.

I'm aware this will be disappointing for Mr H as I know how strongly he feels he has been treated unfairly by Aviva. However, for the reasons I've explained I don't uphold his complaint.

My final decision

For the reasons I've outlined above, I don't uphold Mr H's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 4 May 2026.

Andrew Clarke
Ombudsman