

## The complaint

Mr A is unhappy Aviva Insurance Limited haven't fixed his leaking overflow pipe under his Plumbing and Drainage Plus policy.

All references to Aviva include their agents who administer the policy.

## What happened

In October 2024 Mr A contacted Aviva about a leaking overflow pipe. An engineer attended and found that there was a split coil in the cylinder which was causing the cold-water supply to the hot water cylinder to enter the internal pipe. And as the pressure was greater, it caused the water to fill up the other cold-water tank in the loft which was then redirected to the overflow.

The engineer offered to drain and isolate the cylinder to stop the leak, which was covered under the policy. But said that the repair to the coil in the cylinder itself wasn't covered under the policy.

Mr A didn't accept this and made a complaint, he felt the repair required was covered under the policy as it was an issue with his plumbing and not his heating. Aviva maintained their position and reiterated why the repair wasn't covered and highlighted the relevant term in the policy. They also explained that replacement or repair of the hot water cylinder would only be covered if they weren't able to stop the leak. And as they could have isolated the cylinder to stop it, they could have stopped the leak had Mr A agreed for them to do so.

Our investigator didn't uphold the complaint she was satisfied the policy didn't provide cover for the repair to the cylinder. I issued a provisional decision on 17 October 2025 which said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of our service.*

*Aviva have a responsibility to handle claims promptly and fairly and they shouldn't decline a claim unreasonably. The terms and conditions set out the agreement between Aviva and Mr A and highlight what is and isn't covered. On page two the policy says:*

*"What is insured – plumbing and drainage*

*Leaking pipes within your home, Blocked drains, Blockages to sinks and toilets, Leaks or blockages to your water supply pipe, Dripping or seized taps."*

*"What is not insured – main exclusions*

*A boiler breakdown that leaves you without heating and or hot water, Guttering, Soakaways, Shared drains or drains or pipes you're not responsible for, Mixer and digital showers"*

*Later in the policy on page thirteen and fourteen it also says:*

*"What is Covered?*

*Plumbing and Drainage: You are covered for problems relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blocked drains; repairing taps; restoring toilet facilities, repairing leaking overflows; investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking or causing permanent blockage. This will include the temporary reinstatement of any excavations carried out as part of the claim."*

*It also provides examples of claims that are covered. Among other things it says:*

*"Repairs to leaking pipes or joints, Repairs to water leak from central heating pipes, radiator valves and control valves, Repairs to leaking overflow pipes, Drain and isolate a leaking hot water cylinder/radiator."*

*In the same section it also says What isn't Covered?*

*"Repair or replacement of radiator, hot water cylinders (and their associated and integrated components – such as pressure release valves) and central heating components (such as system filters and pumps) unless there is no other way to stop the leak."*

*Leaking overflow pipes are covered, so Mr A has a valid claim unless there are any applicable exclusions. Aviva say that the cause of the leaking overflow is a broken coil inside the cylinder and repair, or replacement of cylinder's are excluded unless there is no other way to stop the leak.*

*Aviva believe they could have stopped the leak by isolating the system, had Mr A agreed for them to do so.*

*Mr A doesn't feel the policy is clear and maintains that the cylinder isn't leaking and therefore doesn't require draining and isolating to stop the leak from it. He says the expansion tank is overflowing and overflowing is covered. He's also explained that to isolate the system in winter, therefore leaving him without hot water or heating isn't acceptable, especially since he had no issues with his heating or hot water. And I'm currently inclined to agree with him.*

*Mr A was under the impression that his plumbing and drainage was covered, and the main exclusion was the boiler. Given the details on page two of the terms and conditions I can see why he thought this was the case. The terms are clear that repairs to leaking overflow pipes are covered. There isn't anything to say that in the event the issue is related to the replacement or repair of a hot water cylinder then Mr A wouldn't be covered for this. I also note Mr A isn't having issues directly with his hot water, so the water cylinder is still fulfilling its core function.*

*I note the exclusion for repairs or replacement of hot water cylinders; in the event Aviva can stop the leak which was on page fourteen. However, it isn't clear in the policy that this is directly linked to leaking overflow pipes. And the cylinder itself isn't leaking so I don't believe isolating the system, in this instance, is stopping the leak it is just isolating the leak for a*

*period of time, it isn't bringing the problem to an end.*

*Based on the this, I don't think Aviva has acted fairly and reasonably in relying on the exclusion to decline the claim, as such I intend to uphold it. Aviva should therefore accept the claim and complete the necessary repairs subject to Mr A paying any excess.*

*If Mr A has had the repair, I'd invite him to share the costs involved with us. And if I consider those costs to be reasonable, I'll be directing Aviva to pay those costs, less any applicable excess.*

*Mr A has told us he has been having to go into the loft every night to turn off the cold-water supply and then back up again in the morning to turn it back on to avoid overnight overflow particularly if frost is due as he didn't want the overflow to freeze up. So, he has had added inconvenience and distress to try and manage the situation. So, I think Aviva should also pay £200 compensation for the distress and inconvenience caused."*

### **Responses to my provisional decision**

Mr A accepted the decision and confirmed he hasn't had the issue fixed. Aviva didn't accept it. Among other things, they said the issue at hand wasn't with the overflow itself and it was functioning correctly. And the cover for "repairing leaking overflows" applies to where the overflow mechanism itself is faulty. They also said the policy excludes "the repair or replacement of radiators, hot water cylinders (and their associated and integrated components)" under exclusions. And a perforated coil is an integral part of the hot water cylinder and therefore falls within the exclusion.

### **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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of our service.

I understand the perforated coil was causing the overflow to leak. And I appreciate Aviva's explanation of the terms, in regard to the cover for leaking overflows. However, as explained in my provisional decision, I don't think, in this case, that is necessarily clear in the terms and conditions. And as such I'm not persuaded Aviva can fairly and reasonably decline the claim.

*I accept that the policy excludes "repair or replacement of radiators, hot water cylinders (and their associated and integrated components – such as pressure release valves) and central heating components (such as system filters and pumps) unless there is no other way to stop the leak"*

I'm aware Aviva feel that draining and isolating the cylinder would have stopped the leak. However, I've come across an updated version of the plumbing and drainage plus terms and conditions on Aviva's website. Whilst those terms do not apply to Mr A's case, the updated terms say in relation to this exclusion, "**Repair or replacement of leaking radiators, hot water cylinders and Heating System components, zone valves, pumps, unless there is no other way to **stop or isolate a leak****". So, I'm satisfied this shows they themselves see these words – isolate and stop – as having two different meanings. And crucially for here, the terms in force said Aviva wouldn't cover repairs to a cylinder unless there is no other way to stop the leak. It hasn't shown there was another way to stop the leak.

What Aviva proposed was essentially isolating the cylinder. During winter this would have left Mr A in a vulnerable position. Given that Mr A didn't have any issues with his hot water or heating, and the cylinder wasn't causing a leak inside his home, it doesn't feel reasonable to have put him in this position. Overall, I don't think Aviva has acted fairly and reasonably in relying on the exclusion to decline the claim in this instance. As isolating the leak is not the same as stopping it. And the terms and conditions specifically reference stop. Aviva should therefore accept the claim and complete the necessary repairs subject to Mr A paying any applicable excess.

As explained in my provisional decision, Mr A has experienced distress and inconvenience as a result of Aviva's actions. And so, they should also pay him £200 for the distress and inconvenience it caused. This only reflects the distress and inconvenience caused at the time and not any ongoing distress as Mr A hasn't mitigated his circumstances by getting the issue fixed.

### **My final decision**

My final decision is that I uphold this complaint. For the reasons explained Aviva Insurance Limited should:

- Accept the claim and complete the necessary repairs to stop the overflow from leaking, subject to any applicable excess that is due.
- Pay Mr A £200 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 12 December 2025.

Karin Hutchinson  
**Ombudsman**