

complaint

Mrs R complains about the way Aviva Insurance Limited (“Aviva”) handled a claim under her home emergency insurance policy following a water leak under her sink.

background

In December 2017, Mrs R took out a home emergency policy underwritten by Aviva. The policy says it covers “Plumbing and Drainage”, which it describes as *“the internal water pipework, taps, water storage, drainage (internal and external) and waste pipes within your property....”*

In March 2018 Mrs R noticed a water leak under her sink and so called on Aviva under her policy. The plumber who attended said the boiler condensate pipe was leaking, which was caused by a leak in her boiler. He couldn’t fix the boiler as he wasn’t “Gas Safe” registered. He wrapped tape round the leaking pipe and said to call him if it started to leak again.

The next day Mrs R phoned Aviva and asked it to send a Gas Safe registered engineer to fix the boiler leak. Aviva said her policy didn’t cover her boiler. Mrs R said she couldn’t see anything in her policy wording which said a boiler leak wasn’t covered. But Aviva’s representative wouldn’t change their view. So Mrs R made a formal complaint to Aviva.

As the pipe was still leaking, the first engineer returned and retaped the leak. Exasperated by the lack of movement on her complaint, Mrs R emailed the head office. Following this another engineer attended. He confirmed that he was Gas Safe registered, but said he wasn’t authorised by Aviva to look at the boiler. However he did replace the undersink pipe and stopped the leak.

In responding to Mrs R’s complaint, Aviva reiterated that her boiler and central heating system weren’t covered under her policy. However it acknowledged that it had been slow to respond to her complaint, for which it paid her compensation of £50.

Mrs R complained to us. She said the leak under the sink had been fixed. But her boiler pressure kept dropping, and she wanted Aviva to fix this under her policy. She said nothing in the policy wording excluded boiler leaks.

Our adjudicator didn’t recommend that this complaint should be upheld. He agreed that there wasn’t anything in the policy wording that specifically excluded boilers. But reading the policy as a whole, he didn’t think boiler leaks were covered.

He pointed to the wording I have quoted above setting out what was meant by “Plumbing and Drainage”. Boilers aren’t mentioned in this definition. He said that one of the exclusions in the policy was *“any item not forming part of your policy coverage as detailed in ‘What is Covered’.”* As there was no mention of boilers in the definition of Plumbing and Drainage, or in the *‘What is Covered’* section, he didn’t think Mrs R’s boiler was covered by the policy.

The condensate pipe was part of the boiler system, so she thought the first engineer had been correct to say he couldn’t work on it. However Aviva had repaired the pipe as a matter of goodwill and paid Mrs R £50 for its poor complaint handling, which he thought was reasonable in the circumstances.

Mrs R didn't accept the adjudicator's recommendation, so this complaint has been passed to me to issue a final decision.

my findings

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

For the reasons the adjudicator set out, I don't think it can fairly be said that Mrs R's policy covers repairs to her boiler or central heating system. If it was intended to do so I would have expected to see the boiler and central heating system included in the definition of "Plumbing and Drainage" or mentioned in "What is Covered".

Among the "*Examples of claims covered*" quoted in the policy is "*Repairs to leaking pipes or joints*". From Aviva's records it appears that the leak under the sink came from the joint between the condensate pipe coming from the boiler and the sink waste pipe. It's not clear which pipe Aviva replaced to cure the leak.

While the condensate pipe was part of the central heating system and so outside the policy, I think the sink waste pipe, and the joint between it and the condensate pipe, were within the policy. In any event, the pipe Aviva replaced has cured this leak.

However for the reasons I've explained, I don't think Aviva is required to carry out any investigation or repair to Mrs R's boiler under the terms of the policy.

my final decision

My decision is that I don't uphold this complaint, and make no order against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 1 September 2018.

Lennox Towers
ombudsman