

The complaint

Mr M complains about Aviva Insurance Limited (Aviva) who declined his claim under his home emergency policy.

What happened

Mr M held a policy with Aviva. He made a claim when he discovered that his bath was leaking. It sent an engineer (after Mr M had paid the excess of £30) who found that the damage wasn't covered under the policy. So, Aviva declined the claim.

Mr M complained to Aviva as he believed that the policy covered leaks. He also complained that he shouldn't have been charged the excess fee, as the engineer didn't resolve the issue. In its final response, Aviva maintained its position. It said that the damage wasn't covered under the policy, as the bath would be classed as an electrical appliance connected to, or part of the plumbing. It also said that as an engineer attended to investigate the damage, the excess charge was correctly applied.

Mr M remained unhappy and as he had been given his referral rights, he referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that Aviva had correctly applied the terms of the policy. And the terms were clear in that it didn't cover the damage to the bath. He also agreed that the excess had been correctly charged. So, there was nothing further he could reasonably ask Aviva to do.

Aviva accepted the view, Mr M did not. He said that as he had had a successful claim two years ago, he wanted a final decision from an ombudsman.

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.

Having done so, I won't uphold this complaint, for much the same reasons as our investigator. I understand that this might be a disappointment to Mr M, but I hope my findings go some way in explaining why I've reached this decision.

I've considered both parties comments, and the evidence they've provided. I think the main issue of this complaint is whether Aviva was fair to have declined the claim and correctly charged Mr M the excess payment.

Aviva said that the reason it declined Mr M's claim was because the damage that had occurred to his bath wasn't covered under the policy terms. So, I've had a look at the terms and conditions to see what it states regarding whirlpool baths, which is what Mr M's bath was.

I've reviewed the policy to see what it covers. It states that cover is limited to plumbing, drainage and water supply. In the insurance product information document (IPID) it states that *'leaking pipes within your home are covered'*. However, on page 11 of the document (in addition to page 15), under the plumbing and drainage updates exclusions it states: *'Plumbing and Drainage • Updated exclusions to make it clear that electrical appliances (built into the plumbing system), water filters, heating problems and some central heating components are not part of the plumbing cover.'*

Mr M accepts that his bath is a whirlpool bath and from the Aviva's engineer's report, the section that was leaking was connected to electrical wires, that were also connected to the bath panel, that made access difficult to achieve.

I'm satisfied that the bath had an electrical appliance (built into the plumbing system namely the bath) and as such, this wasn't covered under the policy terms. I also find that the term is very clear. Consequently, I don't think Aviva was unreasonable or unfair to decline Mr M's claim.

I've next looked at whether Aviva ought to have charged Mr M an excess. The policy terms make it clear that when a claim is made, an excess charge is payable. In addition, Aviva sent an engineer, who carried out investigations and the policy states that once this is done the excess is non-refundable:

'Excess payment(s) will be refunded if the claim is cancelled prior to the engineer attending or the engineer does not start any investigative work due to the problem not being covered. However, if investigation is undertaken and the engineer confirms the problem cannot be resolved under the policy, your excess will not be refunded and this will count as a claim towards any claims limit.'

So, I think Aviva fulfilled its obligations under the policy, and I think it was fair and reasonable for it to charge the attributable excess.

I acknowledge Mr M's strength of feeling about this complaint and the reason why he referred it to our service. I understand that my findings are likely to be a disappointment to Mr M. But, in the overall circumstances of this complaint, I haven't seen enough evidence to show that Aviva acted unfairly. I'm therefore not going to tell it to do anything further here.

My final decision

For the reasons given, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 December 2023.

Ayisha Savage
Ombudsman