

The complaint

Mr T and Ms T have complained that Aviva Insurance Limited (Aviva) unfairly declined a claim under a home insurance policy.

What happened

Mr T and Ms T had a policy with Aviva for an unoccupied property. They contacted Aviva when they found an escape of water at the property. Aviva accepted the claim and carried out drying work and agreed to repair the damage. However, a few months later, Aviva requested utility bills to show that an endorsement related to escapes of water had been complied with. When the bills were submitted, Aviva decided the endorsement about the heating being maintained hadn't been complied with and said it could no longer deal with the claim.

When Mr T and Ms T complained, Aviva maintained its decision to decline the claim. However, it accepted it could have requested and reviewed the utility bills earlier. So, it offered £250 as an apology.

So, Mr T and Ms T complained to this service. Our investigator upheld the complaint in part. He said it was fair for Aviva to decline the claim because the endorsement hadn't been complied with. However, he said it was unfair that Aviva kept the excess when it wasn't carrying out the work. He said Aviva should refund the excess.

As Mr T and Ms T didn't agree, the complaint was referred to me.

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 uphold this complaint in part. I will explain why.

I've read everything provided by both parties. Where I haven't commented on something it doesn't mean I haven't thought about it or wasn't aware of it. But I've focussed my comments on the points I consider to be the key issues to make a fair and reasonable decision.

The policy had an endorsement that said there was no cover for an escape of water from November to April unless the central heating was maintained at a minimum of 15 degrees Celsius or the water supply had been turned off at the mains and the system drained. From what I've seen the water was on. So, this meant the heating needed to be maintained at 15 degrees Celsius.

When Aviva checked the utility bills, it said this didn't show the heating had been on. Only 26 units of gas were used during the period 9 November 2022 to 12 December 2022. It said this was a lot lower than the normal average usage per month. I note that for the period to 4 January 2023, which included the date the damage was found, the usage seemed to be

even lower. However, I'm aware Mr T and Ms T said they turned off the water, electricity and gas when they found the leak.

Mr T and Ms T have said that the heating wasn't on in November as the boiler service kept getting cancelled. The boiler was serviced on 2 December 2022 and they said the heating was then on at 20 degrees for 24 hours a day. A pipe burst around 18 or 19 December 2022 causing damage to the property. However, I think it was reasonable for Aviva to decide, based on the utility bills, the heating wasn't maintained to the required temperature and that the endorsement wasn't complied with. I'm aware Mr T and Ms T have said they weren't aware of the endorsement. However, the endorsement was on the policy schedule and I think it was clearly written. So, on that basis, I think it was fair that Aviva decided there was no cover in place for an escape of water and for it to decline the claim.

Mr T and Ms T were also concerned that it took so long for Aviva to request the utility bills and to decline the claim. Aviva acknowledged it should have done this earlier. I think the £250 compensation it offered was reasonable in the circumstances. Mr T and Ms T have said Aviva carried out drying, including removing skirting boards and other items, and they would have allowed the property to dry out naturally had the claim been declined earlier. I can't say what would have happened if the drying hadn't taken place or whether allowing it to dry naturally would have been successful. I'm not persuaded that the work Aviva carried out while it was still dealing with the claim was unreasonable. But, I'm unable to comment on this any further.

I'm aware Mr T and Ms T paid an excess for the claim. I could see from the records that this should have been refunded, but still hadn't been when the complaint came to this service. It is my understanding that Aviva might now have refunded this. However, for avoidance of doubt, I require Aviva to ensure the excess has been refunded if this hasn't already happened.

Putting things right

Aviva should ensure it has refunded the excess for the claim and paid the £250 compensation it previously offered, if it hasn't already done so.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require Aviva Insurance Limited to refund the excess and to pay the £250 compensation it previously offered, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Ms T to accept or reject my decision before 10 January 2024.

Louise O'Sullivan
Ombudsman