

The complaint

Mrs H has complained about the handling of a claim under her home emergency insurance policy with Aviva Insurance Limited

Mrs H is represented in this complaint by her daughter. For ease, any reference in this decision to things said and done by Mrs H, should be read to include things said and done on her behalf by her daughter.

What happened

Mrs H has held a home emergency insurance policy with Aviva for a number of years. In April 2023, she contacted Aviva to make a claim, as her toilet was blocked.

Aviva sent a contractor out on 4 April 2023 who cleared the toilet by rodding it. The contractor said he'd arrange another visit to change the pan connector. Another contractor attended on 13 April 2023 who said the toilet had not been installed correctly. He said that to ensure there were no further blockages the toilet would need to be moved forward away from the wall. He did not attend until the evening and said he did not have time to do the work required then, so arranged for someone else to attend again the next day to do this. Another contractor came out the next day but he said the toilet would need to be positioned around 15 inches away from the wall, which would mean there'd be no support for the cistern and the toilet would block Mrs H's path to the bath. The contractor therefore said he could not move the toilet.

Aviva said the work needed to rectify the fault is not covered under the policy, as it is a design/installation fault. However, Aviva offered £150 compensation to Mrs H as it did not return a call and because its contractors should have told Mrs H that the problem was not covered sooner.

Mrs H is very unhappy with this. She says her toilet continued to intermittently block, which she clears by pouring buckets of water down.

One of our Investigators looked into the matter. She did not recommend the complaint be upheld, as she was satisfied that Aviva was entitled to refuse to carry out any further work to reposition the toilet, or change the pan connector.

Mrs H does not accept the Investigator's assessment. She has made a number of points in response to the Investigator and in her initial submissions. I have considered everything she has said but have summarised her main points below:

- The toilet was installed as part of building work well over 10 years ago and passed by the building inspector.
- The toilet has never blocked before, which means it logically cannot be blocking due to the way it was installed.
- The Investigator said there was no documentation that the building inspector passed this installation and questions why the Investigator had not asked for that?
- If it was an installation problem, why did the first contractor say Aviva would replace

the toilet?

- The contractor that attended on 13 April 2023 didn't attend until 7pm (Mrs H had waited in all day) and then said he couldn't do the job then as there was not enough time.
- The contractor that attended on 14 April 2023 said he would not move the toilet, as it would be in Mrs H's way but she wasn't given the option of having the toilet moved forward and feels there'd be enough room.
- Mrs H and her daughter chased Aviva several times about this matter.
- If the installation is wrong, Aviva has been taking money for insurance when in fact it would never have been insured.
- How would an 87 year old lady know if the toilet had been fitted correctly?

As the Investigator was unable to resolve the complaint, it has been passed 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.

Home emergency insurance policies, such as this one, do not cover every eventuality or incident which might befall the insured property. Rather, the policy sets out specific incidents which will be covered and in turn this cover may be subject to specified exclusions. We would generally accept that insurers are entitled to decide what risks they want to cover and which risks they want to exclude

Mrs H's policy, like most other home emergency insurance policies, excludes cover Aviva

"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 a permanent blockage."

The policy also excludes:

"systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions..."

Mrs H disputes that the toilet blockage was caused by the way it was installed. She says the fact it had not blocked previously indicates this is not the cause of the recent blockages.

Mrs H suggested we should ask for evidence from the building inspector that inspected the works on her property to support that it was installed correctly. We are an informal service and do not have the same rules of evidence as a court. We consider everything provided to us and may also ask for further information from the parties. We would not obtain evidence on behalf of either party. As no independent evidence about the installation has been provided, I have to consider the evidence that has been provided to me to determine what I think is most likely.

Two of Aviva's contractors said the toilet has not been installed correctly. They both said the pan connector was a u-bend to the soil pipe in the floor and the u-bend was causing the

toilet to block, but they could not change it without moving the toilet away from the wall, as the soil pipe is not positioned correctly. I have no reason to doubt what they have said, given this is their area of expertise and they inspected the toilet.

Mrs H also says that when the toilet was blocking after it had been rodded, she was able to clear it by pouring buckets of water down it. This does seem to be consistent with what Aviva's contractors said. I say this because it seems to me that if there were a broken pipe, or a larger blockage further down the soil pipe or drain, it seems unlikely that pouring buckets of water down it would clear it.

Aviva did clear the blockage by rodding the toilet. I note Mrs H says it intermittently blocked again afterwards but she said has been able to clear this by pouring water down it. I think Aviva did therefore do what was required to restore toilet flow in accordance with the terms of the policy. Aviva's contractors did also suggest that they could provide a more permanent repair by replacing the connector and then by moving the toilet forward but ultimately Aviva's contractor said this was not a feasible option.

I note Mrs H says she was not given the option of having it moved forward and feels there would have been room but I do not think it was unreasonable of Aviva to decline to do this. The policy excludes cover for faults arising from systems that have not been installed properly.

Mrs H says that she could not have been expected to know about the way the toilet was installed. That's true but insurers are entitled to decide they do not want to provide cover for faults that are pre-existing and as a result of the way a system has been installed. The terms in Mrs H's policy are common to most other similar home emergency policies that I am aware of and I do not consider it to be inherently unfair or unreasonable to rely on this exclusion.

For the reasons given above, I therefore do not think Aviva needs to do anything further to rectify the position of the soil pipe or replace the connector.

Mrs H also says that this means Aviva was taking money for cover it would never provided. Mrs H's policy provides cover for her heating system, electrics and plumbing and drainage. Aviva did attend to clear the blockage that Mrs H was unable to clear herself and other issues not related to the installation will be covered. I do not think that the fact Mrs H's claim didn't meet the terms of the policy, means that the policy is fundamentally unsuitable.

Aviva did accept that it should have told Mrs H that the claim was not covered sooner than it did and offered £150 compensation for this/ Having considered everything I agree this is reasonable to reflect the trouble caused to Mrs H, who had to accommodate further contractor visits which weren't required.

My final decision

I do not uphold this complaint against Aviva Insurance Limited.

Aviva Insurance Limited has already made an offer to pay £150 to settle the complaint and I think this offer is fair and reasonable in all the circumstances. So my decision is that Aviva Insurance Limited should pay Mrs H £150.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 6 October 2023.

Harriet McCarthy
Ombudsman