

The complaint

Mrs S complains about Aviva Insurance Limited's (Aviva) handling of her claim, under her home emergency policy.

What happened

Mrs S had an issue with her toilet. She made a claim under her policy she held with Aviva. It sent an engineer who found that there was a leak coming from a flush cone coming into the toilet. The engineer went to remove the flush pipe to replace the flush cone but found that the cistern began to move. So, he replaced the cistern and discovered that the bolts had corroded.

Aviva advised Mrs S that the only way to fix the issue was to replace the entire toilet. This would be a chargeable repair, as it wasn't covered under the policy.

Mrs S raised a complaint as she believed that Aviva ought to pay for the replacement toilet as she felt it was covered.

In its final response, Aviva said that as the toilet required a new cistern, brackets, and pan, this would cost Mrs S £335 to replace. But this was subject to an engineer's visit and the price it quoted, could increase.

As Mrs S was given her referral rights, she referred a complaint to our service. One of our investigators considered the complaint and didn't think it should be upheld. He said that the policy Mrs S held had an exclusion that stated that sanitary wear wasn't covered. So, Aviva were fair to advise Mrs S that she would need to pay for the toilet to be replaced. So, there was nothing further he could reasonably recommend Aviva to do.

Aviva accepted the view, Mrs S did not. She asked for a 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 Mrs S, 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. The main issue of this complaint is whether the Aviva handled Mrs S' claim fairly.

At the outset, I think it's beneficial to review the policy terms and conditions, as well as any exclusions the policy had. As this is what both parties agreed to.

Mrs S said that she was covered under the policy for any leaking pipes and seized taps. I have had a look at the policy and Mrs S is right, there is cover for those kinds of plumbing issues. But, in addition to the cover, there are also exclusions, which are part of the policy that Mrs S agreed to.

One of the exclusions, relates to sanitary ware. In that, the replacement of sanitary ware such as a toilet, is not covered under the policy:

'What isn't Covered? replacement of sanitary ware (e.g. basins and toilet bowls);'

The Aviva engineer advised that given the corrosion and the leak, the best and only way to repair the fault, was to replace the toilet in its entirety. From the above exclusion, I think it's clear that a replacement toilet was not covered, under the policy.

I haven't been provided with any evidence from Mrs S that refutes the engineer's advice and method of repair. And as our service considers that the engineer is an expert, without evidence that is contrary, I'm unable to agree that Aviva is responsible, under the policy, to cover the cost of replacing the toilet. In addition, the policy doesn't cover for the replacement of sanitaryware.

Taking all of the evidence into consideration, (and I can appreciate that this is likely to be a disappointment to Mrs S) I do think that Aviva has handled her claim fairly. I think that it came to the correct outcome, as it fairly relied upon the policy terms and exclusions. Consequently, I won't be able to ask Aviva to do anything further to resolve this complaint.

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 Mrs S to accept or reject my decision before 26 December 2023.

Ayisha Savage
Ombudsman