

The complaint

Mrs H complains Aviva Insurance Limited (“Aviva”) didn’t refund her policy excess after she made a claim under her home emergency insurance policy.

What happened

Mrs L had a Plumbing and Draining Plus ‘HomeServe’ policy with Aviva. The policy provides cover for, amongst other things, leaking pipes within the home, blocked drains, blockages to sinks and toilets, leaks, blockages to the water supply pipe, and dripping or seized taps.

Mrs H says she noticed a leak in her cupboard in February. Since she has home emergency insurance she contacted Aviva who arranged for someone to go out to her a few days later. Mrs H says the engineer was at her property for a matter of minutes and told her the leak was the boiler pipe and this wasn’t covered on the policy.

Mrs H had paid a £30 excess which the engineer told her she would be reimbursed for since he hadn’t done anything. Mrs H contacted Aviva and was told since the engineer had to come out the fee wouldn’t be reimbursed. Mrs H says when an engineer came out to check a leak previously she received a refund of the excess so she doesn’t understand why she isn’t getting one now.

Mrs H says she’s had to pay £300 to get the boiler fixed herself. She wants Aviva to refund the excess and pay her something towards the cost of repairing the boiler, and so she complained to Aviva.

Aviva said since it carried out investigation work during the engineer’s visit no refund of the fee is due under the terms of the policy. Aviva apologised if Mrs H was given the impression the fee would be refunded.

Mrs H didn’t agree with Aviva’s response and so referred her complaint to this service. Our investigator looked into things for her. She said Aviva should refund Mrs H the £30 excess. She said the boiler was in the same cupboard the leak was coming from, and Aviva were already aware of this because Mrs H told them when she called to report the claim. The investigator said if Aviva weren’t made aware during the call then the engineer would have realised on opening the cupboard. And so she didn’t think any investigation took place to warrant the excess being taken.

Aviva subsequently provided the calls between Mrs H and Aviva, and also between the engineer who attended and Aviva. After listening to the calls the investigator said she didn’t think Aviva should reimburse the excess since Mrs H was made aware the excess wasn’t refundable once the engineer visited. The investigator said Aviva applied the terms of the policy fairly by declining to refund the excess.

Mrs H wasn’t happy with the outcome. She said the engineer told her she would get her money back so she thinks it’s unreasonable for Aviva to refuse to do so. So the complaint has come to me to decide.

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.

I understand Mrs H has strong views about what has happened and I can empathise with the situation she finds herself in. I have read and considered everything I have received carefully. My role is to consider the evidence to reach what I think is a fair and reasonable decision.

The nature of home emergency insurance is to cover emergency repairs when things go wrong. It isn't a maintenance policy. Mrs H has Plumbing and Draining Plus insurance which provides cover for *"the water pipework, taps, stop taps, water tanks, cold water tanks, drainage and waste pipes within your property for which you are legally responsible."*

I can see the policy doesn't provide cover for Mrs H's boiler. When the engineer attended and saw the issue was with the boiler he was unable to repair it since the boiler wasn't covered under the terms of the policy. So Mrs H arranged for the boiler to be repaired herself. Mrs H has said she wants Aviva to contribute towards the cost of her boiler repair. But this isn't something she is entitled to under the terms of the policy, and so I am unable to compel Aviva to pay a contribution towards the repair.

The terms of the policy confirm Mrs H's excess is, *"£30 per claim, a separate excess payment is required for each claim you make."*

Investigation is defined in the policy as, *"physical work is undertaken to understand the problem but it cannot be resolved under the policy."*

The policy says, *"if investigation is undertaken and the engineer confirms the problem cannot be resolved under the policy, your excess will not be refunded."* And this is what happened here. The engineer attended Mrs H's property and inspected the leak. He ascertained the leak was related to the boiler and as such wasn't covered by the policy. I understand Mrs H says the engineer was only in her home for a matter of minutes but Aviva's records show he attended for ten minutes and in the at time he would have looked at the boiler and pipes to ascertain where the problem was. I think this qualifies as an investigation for the purposes of this claim. And as such I'm satisfied the excess applies and is payable by Mrs H.

I have listened to the call where Mrs H reports the matter to Aviva. During that call Mrs H told the advisor the leak appeared to be coming from around the boiler but she was unable to see exactly where it was coming from. There was a discussion about whether Mrs H has boiler cover with another provider but she doesn't. The advisor explained that if the engineer attends Mrs H's property and finds the issue is with the boiler, then her excess will not be refunded. So I'm satisfied Mrs H was made aware that it was unlikely the excess would be refunded.

Mrs H says the engineer told her the excess would be reimbursed. There is no independent evidence to support what Mrs H is saying. But even if the engineer did suggest she would receive a refund I don't think it's fair for Aviva to pay this given it's not in the terms of the policy.

Mrs H has said Aviva should pay her £30 as a gesture of goodwill. But I can't compel Aviva to do this if I am unable to say it's done anything wrong.

Home emergency policies, like Mrs H's, only cover emergency repairs in certain circumstances. It isn't a contract of maintenance or designed to cover general wear and tear. So when Mrs H called Aviva to tell it she noticed a leak in her cupboard, Aviva needed to look into what was happening to see if the fault was down to something covered by the policy. If it was, then Aviva was responsible for putting the fault right. And since the leak was not covered under the policy I can't say it has acted unfairly or unreasonably towards Mrs H in declining her claim and charging her an excess for investigating the source of the leak.

I know Mrs H will be disappointed by my decision. However I have looked at whether Aviva has acted in line with the policy when dealing with Mrs H's claim. Having carefully reviewed the terms and conditions I think it has.

My final decision

For the reasons I have given my final decision is that I don't uphold Mrs H's claim about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 28 July 2023.

Kiran Clair
Ombudsman