

The complaint

Mr and Mrs R complain Aviva Insurance Limited have unfairly declined a claim they made under a home insurance policy.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on providing my reasons for my decision.

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 agree with the conclusions reached by the investigator for the following reasons:

- An escape of water can cause a significant amount of damage in a short period of time. Here Mr and Mrs R have reported an insured peril under their policy – water overflowing from a kitchen sink for a period of around 90 minutes. So if Aviva wishes to cite an exclusion in order to decline the claim it needs to evidence it can be fairly applied.
- Mr and Mrs R have provided evidence from a flooring contractor which confirms the damage caused and that it is from an escape of water. While it mentions the floor shows normal wear and tear (for a four-year-old floor), it does not say this is more likely than not the cause of the damage.
- Aviva have said the damage caused didn't happen as a one-off event, it says the bubbling of the laminate and warping of the pillars in the cupboard unit are more consistent with prolonged exposure to water. Rather than an incident which happened 48 hours earlier.
- Aviva however has not provided any evidence of how it believes this may have happened or pointed to another cause of damage, rather it has concluded this based on the pictures taken at the time.
- Here I am more persuaded by Mr and Mrs R's account of events and the evidence they have provided from the independent contractor regarding the cause of damage. And, I don't think Aviva acted fairly in applying the exclusion it did to decline the claim.
- Mrs R has explained she was suffering health issues at the time this claim happened and the decline of claim caused her unnecessary distress on top of her treatment. I think Aviva should therefore pay Mr and Mrs R £100 compensation to reflect the trouble and upset its actions caused.

For these reasons, I uphold this complaint.

Putting things right

For the reasons I've outlined above, to put things right, Aviva should:

- Pay the claim under the remaining terms and conditions of the policy.
- If Mr and Mrs R have already paid for equivalent new flooring, then Aviva should cover this cost, as well as pay 8% interest from the date they incurred this cost until the date Aviva settles the claim.
- Pay £100 compensation for the trouble and upset this matter has caused.

My final decision

My final decision is that I uphold Mr and Mrs R's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs R to accept or reject my decision before 12 January 2023.

Alison Gore
Ombudsman