

The complaint

Mr and Mrs H complain that Aviva Insurance Limited unfairly declined a claim for water damage on their home insurance policy.

What happened

Mr and Mrs H suffered an escape of water from an upstairs bathroom. They noticed some tiles were moving in the shower area and, after investigating, found considerable water damage beneath.

They contacted their insurer and after a few visits were told their claim would be accepted. Aviva offered to repair the damage using their approved contractors or make a cash payment for Mr and Mrs H to complete the repairs themselves.

Mr and Mrs H decided to use Aviva's contractor but there were delays in starting the repairs and Aviva then said it wouldn't approve their claim as it felt the bathroom hadn't been properly tanked. After Mr and Mrs H responded the insurer said it was declining their claim due to poor workmanship and the failure of the grouting.

Mr and Mrs H feels Aviva has treated them unfairly and its reasons for declining are incorrect. They have been offered £1000 compensation for the poor service they've received. But they want Aviva to approve their claim and increase the compensation.

Aviva accepted Mr and Mrs H's case had not been handled well by the appointed adjuster. And it'd paid significant compensation as a result. But after considering all of the information Aviva felt it'd declined the claim fairly. It explained that damage due to faulty workmanship was specifically excluded under the terms of the home insurance policy. And it'd been unable to accept Mr and Mrs H's claim.

Mr and Mrs H weren't satisfied with Aviva's response. So they contracted our service and our investigator looked into the matter. After looking at everything that'd happened our investigator felt it was clear the service Mr and Mrs H had received had not been of the expected standard. There had been delays in reaching the final claim decision that would've caused significant stress, upset and inconvenience to them. And she felt it was right that Aviva compensate Mr and Mrs H for the distress caused.

Our investigator felt the offer of £1000 compensation was a proportionate response in the circumstances. And it was in line with what she would've recommended if the insurer hadn't already made an offer. So she didn't feel able to increase this any further.

Our investigator then considered the claim decision. But after looking at the various reports she didn't feel there was any evidence of an insured event taking place. The water had been gradually seeping through the floor tiles. So the damage and deterioration was gradual – it wasn't a one-off event. She was satisfied the primary cause of the damage was excluded under the terms of the home insurance policy. And our investigator wouldn't uphold the complaint or ask Aviva to do anything further.

Mr and Mrs H didn't agree. They didn't feel the policy terms had been applied correctly. Mr and Mrs H said the water had come through the ceiling as a stream rather than gradual seep. And it should be considered a sudden event. So they've asked for an ombudsman's final 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.

Firstly I'm sorry to hear of the upset this has caused. Any incident involving an escape of water can be very distressing and I appreciate the inconvenience this would've caused to Mr and Mrs H. I also understand how upsetting it would've been for the claim to have been declined after a considerable delay.

I'll start by looking at the details of the claim on the home insurance policy and whether Aviva has acted fairly in declining the claim. Mr and Mrs H have raised a number of points and I appreciate the detail they have gone into. I won't comment on every point, but I've carefully considered everything Mr and Mrs H and Aviva have said.

The main issue here is what caused the water damage, and whether that cause is covered by the home insurance policy. The policy is designed to cover damage caused by specific events or perils. And the onus is on the policyholder to show they have suffered damage that has been most likely caused by one of those insured events.

I've looked at the reports provided by the plumber, assessor and Mr H's independent report. The report produced by the plumber stated that the wetroom hadn't been tanked properly. As a result water ingress had caused damage to the floor joists and walls. And the assessor's report noted that the leak appeared to have been ongoing for a number of years and might have been related to an earlier repair.

The independent report noted gaps in part of the grout had allowed water to penetrate below the wetroom surface. The report felt previous water escapes had caused the timbers to move as they expanded and contracted. And that was the likely cause of the water penetration through the grouting. The report concluded that the wetroom failure was due to movement in/of timber directly below, which was related to the separate water escapes.

The home insurance policy, like other similar policies, has a number of general exclusions where loss or damage will not be covered. In Mr and Mrs H's policy this includes loss or damage caused by faulty workmanship and loss caused by damage that happens gradually over time. Although the reports suggest slightly different reasons for the water ingress, none suggest the damage was the result of a sudden failure or one-off event.

Based on everything I've seen I can't say Mr and Mrs H have provided sufficient evidence to suggest a sudden one-off insured peril has taken place. Although the water may have leaked in a stream into the kitchen below, it appears to have done so as a result of water ingressing through the grout around the bathroom tiles over a period of time. As a result I can't say Aviva has acted unfairly in declining Mr and Mrs H's claim on their home insurance policy.

I do agree that Mr and Mrs H received a poor service from Aviva during their claim process and there were considerable delays at a time when their family circumstances would've made the loss of the affected area even more difficult.

Aviva has acknowledged that its service fell below the level it normally expects to provide. And it has offered £1000 compensation to Mr and Mrs H for any upset, inconvenience and

distress caused.

I've carefully considered how Mr and Mrs H would've been affected by the delays and poor communication during their claim with Aviva. And I don't underestimate the upset and inconvenience they've been put through. But based on what I've seen I think Aviva's offer is fair and reasonable. And it's in line with the sort of award our service would make in such circumstances.

I know Mr and Mrs H will be disappointed with this outcome. But after looking at everything that's happened I can't say Aviva has acted unfairly or outside of the terms and conditions of the home insurance policy in declining C's claim. And I won't be asking it to do anything more.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 1 May 2024.

Andrew Mason
Ombudsman