

The complaint

Mr B has complained that Aviva Insurance Limited rejected an escape of water (EOW) claim he made under a home buildings insurance policy he shares jointly with Ms N.

What happened

In December 2022 Mr B called his insurer Aviva to report damage to his home caused by a leak from a pipe in a water tank in the loft.

Mr B and Ms N's excess to make an EOW claim was £1,000 under the policy. And Aviva confirmed it wouldn't cover repair to the damaged pipe as this was Mr B and Ms N's responsibility. Aviva advised Mr B that he needed to get the leak fixed first and then contact Aviva if he wished to claim. The agent explained that due to the excess it might be that the damage was something Mr B and Ms N could repair for less than £1,000.

In August 2023 Mr B made a claim for the damage caused by the leak to Aviva. He said while carrying out repairs, they discovered parts of the home had asbestos. The costs to repair while removing the asbestos were much higher than anticipated.

Aviva initially said it would instruct an agent to inspect the home as part of the claim. But a couple of days later, after reviewing photos Mr B provided of the damage, Aviva rejected the claim. Aviva said from the photos the damage had been made worse since the event and the policy didn't provide cover for gradual deterioration and wear and tear. Aviva asked for evidence of the cause of damage, but Mr B said he couldn't provide this as his friend fixed the leak. He provided contact details for his friend to Aviva.

Unhappy with Aviva's decision, Mr B asked us to look at his complaint. Our Investigator thought Aviva had reasonably rejected the claim for the reasons it gave.

Mr B didn't agree. In summary he says Aviva didn't make it clear what the timeframe was for him to contact it if he wanted to claim. He says he didn't take pictures of the damage that was repaired at the time. Mr B says the extent of the damage was no worse than when the leak was repaired. He says there were dehumidifiers in his home to dry it out.

So the case has been passed 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.

Mr B and Miss N's policy, like most if not all standard home insurance policies, doesn't provide cover for gradual deterioration or wear and tear. When Mr B called Aviva in December 2022, he described the damage as being in the centre of the home, with water flooded onto the carpets from the ceiling and down the walls.

The agent explained that the excess for an EOW claim under the policy was £1,000. He said that Mr B would need to get the leak fixed first as this wasn't covered – then depending on the damage if he wanted to make a claim, he could do so.

Mr B asked if he needed to take any photos of the damage before he arranged for it to be repaired. The agent said yes, that would help the process if Mr B intended to make a claim.

Photos of the condition of Mr B's home which he sent to Aviva in September 2023 show extensive water damage, including cracks to the ceiling, brown water stains and flaking of plaster. Mr B says the cracks in the ceiling were there a couple of days after the leak was repaired. But Mr B didn't take action to mitigate the damage caused by the leak until several months later.

Given the extent of the damage, Aviva declined the claim as it said it wouldn't provide cover for gradual deterioration.

It isn't for us to decide a claim, but to decide if Aviva has acted reasonably in declining Mr B and Ms N's claim. Given the nature of water damage, I can understand why Aviva was concerned on reviewing the photos provided by Mr B in September 2023 – this being the extent of the damage left for eight months after the leak. No remedial works were carried out to mitigate further damage once cracks appeared. Mr B hasn't provided photos of the damage at the time of the event.

Mr B and Ms N's policy with Aviva has a condition which I find isn't unusual. It says Mr B and Ms N must keep their property in good condition and take all reasonable precautions to prevent loss or damage. As Mr B hasn't provided evidence to show the cause of damage, and the photos provided show extensive damage from a previous leak which Mr B hadn't looked to repair promptly, I don't think Aviva reached its decision unreasonably.

My final decision

I'm sorry to disappoint Mr B and Ms N. For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms N to accept or reject my decision before 18 September 2024.

Geraldine Newbold
Ombudsman