

The complaint

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

Any reference to Aviva is intended to include the actions of its agents.

What happened

The details of the 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 conclusion reached by the investigator that the complaint should not be upheld. I do so for the following reasons:

- Aviva, like any other insurer is able to decide what events it wishes to provide cover for. And within those insured events it may also decide that in certain situations it doesn't wish to provide any cover at all. As long as the insurer has set out these exclusions clearly, we generally think it's fine for an insurer to rely on them.
- The policy document lists the policy coverage in a table. On the left, it lists insured events, and, on the right, it lists the exclusions under each insured event. The table is designed to be read across. This isn't an unusual way of setting out policy terms and I think it is clear.
- I am satisfied that the landslip itself and the subsequent damage to the drive are listed as excluded within the policy. The landslip under the Storm, flood or weight of snow peril and the drive under the Subsidence, landslip or heave peril. As such, I think Aviva declined Mr and Mrs B's claim fairly and in line with the policy terms and conditions.
- Mr and Mrs B have referred to the fact at the top of each table under the "*What is Not Covered*" heading it says, "*The excess shown on your Policy Schedule and anything set out in the GENERAL EXCLUSIONS Section of this policy wording*". They take this to indicate only the excess for any of the items then listed below it is excluded. I don't agree with this interpretation of the policy document. As I have mentioned above, it is laid out in a way that is common to insurance policies and is designed to be read across. And this further makes sense when reading the corresponding text in the "*What Is Covered*" section which says, "*Loss or damage to the buildings during the period of insurance caused directly by the following events*". So, when read across, this explains that for any insured events the excess and anything in the general exclusions is not covered. The policy then goes on to list specific insured

events and the specific corresponding exclusions.

- I realise it would have come as a shock to Mr and Mrs B that the damage caused was not covered by the insurance policy. However as I have set out above, I think Aviva has declined the claim fairly and reasonably and in line with the policy terms and conditions.

For the reasons above, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr and Mrs B's complaint against Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 9 May 2024.

Alison Gore
Ombudsman