

The complaint

Mr and Mrs K have complained that Aviva Insurance Limited declined a claim they made under their home insurance policy for their septic tank.

Reference to Mr and Mrs K includes their representative.

What happened

The circumstances aren't in dispute, so I'll summarise the background:

- Mr and Mrs K have a home insurance policy underwritten by Aviva. They noticed a problem with their drainage system and got in touch with B, a drainage company.
- B said the neck of the septic tank was damaged and the tank was sat at an offset angle. It also said the internal baffle had become dislodged and that meant the tank wasn't performing as it should do, which had led to a blockage in the drainage field.
- Mr and Mrs K got in touch with Aviva, who arranged for A, another drainage company, to inspect the problem. A agreed the neck of the septic tank was damaged and said it had been caused by an external force during the installation of the pipe – which amounted to inappropriate installation. A also said the baffle was in the correct position. Whilst A agreed the drainage field had become blocked, it thought this was the result of it silting up gradually over time.
- Aviva declined the claim. It said the tank was over 40 years old and had reached the end of its lifespan, indicating the damage was gradual wear and tear over time.
- Our investigator thought Aviva had acted fairly, based on what A and B had said. She didn't think a cause of damage that was covered by the policy had been identified.
- Mr and Mrs K disagreed. They said the tank had been damaged by ground movement, and the blockage was sudden – so the cause of the problem wasn't gradual wear and tear. They also said B found the baffle was dislodged and that had caused the blockage problem. They thought the claim should be covered.
- An agreement wasn't reached, so the complaint has been passed to me.

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.

- The policy covers accidental damage to underground pipes and septic tanks, where 'accidental damage' is defined in the policy as: *"Damage caused suddenly and unexpectedly by an outside force"*.

- Aviva's reason for declining the claim is essentially that it doesn't think the definition of accidental damage has been met. It says there has been no outside force, and the damage is the result of wear and tear over time.
- Mr and Mrs K say there has been an outside force – ground movement – and this happened suddenly and unexpectedly. I understand they consider there was movement, which damaged the septic tank and possibly the baffle, and that led to the blockage. They also say there are no signs of wear and tear to the septic tank.
- The onus is initially on Mr and Mrs K to show the accidental damage definition has likely been met. To decide whether they've done that, I've carefully considered the professional opinions provided by A and B. I note there's potentially damage to the baffle, the tank itself – to the neck and to the entire structure – and there's also a blockage, which is a form of damage. I've considered each of these areas.
- A said the baffle hadn't been damaged, but B said it had. I haven't seen any evidence to confirm this point either way. But even if I accepted what B said, I note B's report doesn't say what caused any baffle damage. So it's not been shown that any baffle damage meets the relevant definition.
- As a result, I'm not satisfied the damage to the baffle is covered. And nor is any damage resulting from the baffle, such as the blockage if that's how it was caused.
- Whilst Mr and Mrs K say the tank has been damaged by ground movement, that isn't supported by what A or B has said. A thought the damage was wear and tear. B noted the tank was sat at an offset angle, but didn't say what caused that. Whilst it may have been caused by ground movement, neither professional has said that.
- But even if I accepted ground movement was the cause of the tank sitting at an offset angle, I note B thought the cause of the blockage was the damaged baffle – and A thought the cause was wear and tear. So I'm not satisfied ground movement has been suggested as the likely proximate cause of the blockage by either professional. And, even if was, it's not clear it was caused suddenly, such that the damage would meet the relevant definition.
- Both A and B observed damage to the neck of the septic tank. A said it had been caused by an external force during installation of a pipe. In my view, that suggests this damage met the relevant definition and could be covered. And whilst A said it wasn't covered due to the way a pipe was installed, no evidence to support that has been provided – and it's not clear what policy term was being relied on in any case. So it's unclear why Aviva wouldn't cover this damage – and whether that position would be fair.
- However, the focus of the claim and complaint hasn't been on this damage – I think because it's not been linked with the blockage, so its repair won't resolve the main problem. But, if Mr and Mrs K would like to claim for this damage, they're welcome to get in touch with Aviva and I'd expect it to consider the matter further.
- Overall, that means it's not been shown any damage to the baffle, the offset nature of the tank, or the blockage, has been caused in a way consistent with the relevant definition. That doesn't necessarily mean the tank has been damaged by wear and tear as Aviva has said. But I don't think that matters because Mr and Mrs K haven't shown any of this damage was caused in a way covered by the policy.

- Mr and Mrs K are entitled to take further professional advice and share it with Aviva if they wish. They're also entitled to ask Aviva to consider the tank neck damage further. But, as it stands and based on the available evidence, I'm satisfied it was in line with the policy terms and fair and reasonable for Aviva to decline the claim.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 28 March 2025.

James Neville
Ombudsman