

The complaint

Mrs S and Mr S complain about Aviva Insurance Limited (“Aviva”) for declining their claim for groundwater flood damage. They want Aviva to accept and settle their claim.

What happened

Mrs S and Mr S insured their home with Aviva. They live in a flood risk area due to their property’s proximity to a river.

Their schedule of insurance details that the flood risk for their property would be transferred to the Flood Re scheme, and that this would not affect the handling of any claim, which would be dealt with under their policy in the normal way.

In February 2024, Mrs S and Mr S noticed a damp smell in their home. They hired a damp specialist who investigated and took up a section of their reception room floor. They discovered standing water under the floor, and that the joists were rotting, and damage had been caused to the walls. The damp specialist concluded that the water was ground water flooding from the water table having raised.

Mrs S and Mr S submitted a claim to Aviva. They also contacted the local authority, who also considered that the water was likely groundwater flooding due to the elevated water table.

Aviva sent assessors to the property, who prepared a report. This considered the water was possibly due to the high water level, or possibly water ingress through airbricks, which could not drain due to the water table level.

Aviva considered the report and declined Mrs S and Mr S’s claim. They referred to the policy wording which details the risks covered by the policy. This described:

“Storm or flood (from overflow of external water sources, such as rivers, lakes and the sea)”

Aviva considered that this excluded ground water flooding. Aviva also pointed to the general exclusion of damage which occurs gradually.

Mrs S and Mr S complained to Aviva, they felt that the wording was not sufficiently clear, and that a ground water flood was an overflow of the water table, so should be covered.

Aviva responded to their complaint in April 2024, maintaining its decision to decline the claim. Mrs S and Mr S were unhappy and contacted us.

One of our investigators looked into this matter and did not recommend that the complaint be upheld. They considered that the policy wording was sufficiently clear that water ingress from the water table was not covered.

Mrs S and Mr S did not accept that view and asked for an ombudsman 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, can I express my sympathies for Mrs S and Mr S. They have provided photographs showing a very well cared for home, disrupted by a section of the floor being removed, and the damage that has been caused by water that they had no idea was developing. I can see why they feel very strongly about this matter and that it feels unfair that water ingress into their home was not covered.

Whilst I understand Mrs S and Mrs S's upset, I agree with my colleague, and I do not uphold the complaint.

As my colleague set out, insurers can decide what risks they will and will not cover with their policies. In most policies that appears as specifically defined perils being included in the cover, and exclusions to those perils being detailed.

In Mrs S and Mr S's policy, Aviva had set out a description of what it covered as a flood, and that was flood from "overflow of external water sources, such as rivers, lakes and the sea".

Mr S has argued that ground water flooding can be described as an overflow of the water table, which then penetrated into his floor space, and so it should be included. I do not agree.

The water sources described are volumes of water, which overflow at ground level, causing water to flood downwards to a lower level. The water table is water that naturally exists in the soils and subsoils, and this water rising closer to the floor of a home is not within this definition, or category of perils.

Mr S has also argued that the water which was in the ground, and which ended up under his floor, had come most likely from the river exceeding its banks and saturating the ground.

I understand his argument here but am not persuaded by this as he also described that the levels of water under the floor raised and dropped following rainy weather. I also note that Aviva excludes indirect loss in any event.

I understand that this will be very disappointing to Mrs S and Mr S, and that they have incurred very substantial impact from the water ingress, but I cannot say that Aviva has acted wrongly in its handling of their claim.

As a result, I do not uphold the complaint.

My final decision

For the reasons given above, I do not uphold Mrs S and Mr S's complaint and I do not ask Aviva Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 24 March 2025.

Laura Garvin-Smith
Ombudsman