

## **The complaint**

Mr S has complained about Aviva Insurance Limited's decision to decline a claim he made for water damage to his home under his home buildings insurance policy. Mr S was also unhappy with the lack of communication and attention from Aviva.

All reference to the insurer Aviva in my decision includes agents appointed by it to deal with Mr S's claim on Aviva's behalf.

## **What happened**

In February 2023 Mr S contacted Aviva to say on replacing flooring to a lounge floor, it was found to be sinking. Aviva advised that if Mr S discovered on further investigation that an insurable event had occurred, to contact Aviva again.

Mr S kept Aviva updated on developments over the next few months. He provided a report from a Surveyor which said the source of water damage to the floor was due to a number of factors. These factors were due to the design and workmanship of previous works to the property.

In June 2023 Aviva said it wouldn't meet Mr S's claim as the cause of damage was excluded from cover under the policy.

Mr S said he was under the impression Aviva had authorised his claim and expected it to at least make a contribution toward some of the costs he'd incurred.

Aviva agreed to appoint a contractor to attend and determine if Mr S had a valid claim. However, Aviva appointed a roofer, when there was no damage to Mr S's roof. And following the roofer's visit, he advised that a structural engineer should attend to advise on the cause of damage. But Aviva didn't do this.

Mr S complained to Aviva. He was unhappy with the lack of communication, its decision to decline his claim outright, and to instruct a roofer to attend. He said by the time the roofer attended, in any event, 99% of the restorative works had been completed. He hadn't received an update from Aviva following the roofer's recommendation to appoint a structural engineer.

Aviva said its decision to reject the claim was correct as there was no evidence of an insured peril. The cause of damage was – as Mr S's Surveyor reported – due to poor workmanship.

Aviva agreed it could have been clearer in its communication with Mr S. For the distress and inconvenience caused, it offered Mr S compensation of £150.

Mr S didn't accept the offer and asked us to look at his complaint.

One of our Investigators thought that Aviva had rejected the claim in line with the policy terms. So she didn't think Aviva had been unreasonable here. But she thought Aviva's offer of £150 wasn't enough to compensate Mr S for the distress and inconvenience caused by some poor communication. She recommended Aviva increase the award by a further £200, so a total of £350.

Aviva acknowledged receipt of the Investigator's view but hasn't commented further.

Mr S doesn't agree the higher recommended award is enough to reflect the impact of Aviva's poor communication. In particular, Mr S is unhappy that he paid for his appointed Surveyor

to attend when the roofer visited – and this was essentially a wasted visit. He believes Aviva should at least reimburse him for the costs he paid the Surveyor for this visit. So he wants an ombudsman 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.

As the Investigator set out a detailed timeline which both parties haven't disagreed with, I don't intend to repeat it to the same level in my decision.

As there is no evidence to show that the damage to Mr S's home was caused by an insured peril, I don't think Aviva's decision to decline the claim was unreasonable. The report provided by Mr S's surveyor sets out a number of causes for the damage, which relate to poor workmanship from a number of years prior to the damage occurring.

Mr S's policy with Aviva – like most insurers – excludes cover for damage due to poor workmanship or faulty design.

I don't find that Aviva led Mr S to believe he had a valid claim. Aviva explained from the outset that it would need to know the cause of damage in order to say if it could assist Mr S.

Aviva agreed to reconsider Mr S's claim in an attempt to resolve his complaint – as he didn't agree with its decision to reject it. So it appointed a contractor to carry out a physical inspection of Mr S's home.

I agree with Mr S that Aviva's decision to appoint a roofer in October 2023 was poor. And I agree with Mr S that the roof wasn't mentioned by Mr S or his Surveyor as requiring assessment. The roofer recommended Aviva instruct an engineer for a further inspection, which Aviva decided wasn't necessary in order to reach a final decision about the claim.

So I agree Aviva could have communicated better in arranging a suitable contractor to carry out a visit to Mr S's property, and been clearer about any follow up from that.

I can see Mr S went to the trouble of arranging for his Surveyor to be in attendance to discuss the claim with the roofer. Mr S explained his concerns about a roofer being appointed prior to the visit – and he said he would arrange for his Surveyor to be there in advance.

But I think on balance that Aviva's decision to reject the claim was correct, before agreeing to a physical inspection. And I think the increase in compensation by £200, to a total of £350, fairly reflects the distress and inconvenience caused by Aviva's failings here.

I appreciate that dealing with the claim caused Mr S time and disruption, which Aviva's communication made worse at times. But I have to balance that with the fact that having to deal with the disruption of water damage to our home, will inevitably lead to considerable inconvenience – irrespective of Aviva's involvement.

So while I understand Mr S remains unhappy, I'm not asking Aviva to do more than the Investigator recommended as I agree this is a fair outcome to the complaint.

### **My final decision**

My final decision is that I uphold this complaint. I require Aviva Insurance Limited to do the following:

- Pay Mr S a total award of £350 compensation for the distress and inconvenience caused.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If it pays later than this it must also pay interest on the

compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 3 January 2025.

Geraldine Newbold  
**Ombudsman**