

The complaint

Mr B complained that Aviva Insurance Limited (“Aviva”) unfairly declined his claim for damage caused by a water leak. Aviva were providing a home insurance policy.

What happened

Mr B made a claim when he spotted a leak coming from under his shower. As Mr B had commissioned his own plumber to find the leak, Aviva asked Mr B to provide photographs of the cause of the leak and the damage that was caused.

Mr B provided a photograph of a screw which was driven through a pipe and two accompanying photographs of the bathroom having been full stripped out.

Aviva said the photographs didn’t provide the evidence it needed to confirm what damage had been caused by the leak, so it declined the claim. It did however, pay Mr B £300 compensation as it said it could’ve communicated better with Mr B during the claim.

Our investigator decided not to uphold the complaint. He said the onus is on the policyholder to evidence the damage that is been claimed for. As the evidence wasn’t sufficient to allow Aviva to carryout proper validation of the claim, he said Aviva had been fair in declining the claim. Mr B disagreed, so the case has been referred to an ombudsman.

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.

It’s the responsibility of the policyholder, Mr B, to provide the necessary evidence to demonstrate damage has been caused by an insured event. Sometimes, an insurer will allocate a loss adjuster or surveyor to visit the property of where a claim has been made. However, in the circumstances of this claim, I don’t think Aviva had opportunity to do this. Mr B had already commissioned his own plumber, who’d stripped out a significant proportion of the bathroom to identify the leak, including: the shower tray, tiles and flooring.

Therefore, Aviva were reliant solely on evidence provided by Mr B to assess the extent of the damage. I can see Aviva were clear with Mr B that this evidence should include photographs and videos showing the cause of the leak, along with a report from the plumber. Aviva also spoke with Mr B’s plumber to confirm the details it required.

I can see Mr B chased Aviva to get an update on his claim. This happened several times. However, I can see Aviva reiterated the requirements it had for it to be able to validate the claim and make a decision. Aviva informed Mr B where to provide his evidence to.

I’ve seen the limited photographs Mr B did supply, but these don’t meet the requirements that Aviva stipulated. Aviva reminded Mr B of what it needed. Aviva had asked for photographs of the bathroom and any damaged areas before any works had started. I’ve not seen that these were provided.

The policy supports the process that Aviva follows. It states, *"it is your responsibility to prove any loss and therefore we may ask you to provide copies of receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim"*. I think this approach is normal for the industry, so I think it's a reasonable approach here for Aviva to follow.

As I've not seen evidence provided by Mr B that allowed Aviva to properly validate the claim, I think Aviva has been fair in declining it. Therefore, I don't uphold this complaint.

For completeness, I think the £300 compensation paid to Mr B for Aviva acknowledging its communication could've been better was reasonable. I wouldn't have expected Aviva to have paid anymore.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 20 February 2025.

Pete Averill
Ombudsman