

The complaint

Miss R complains about Aviva Insurance Limited's decision to decline a claim under her home insurance policy.

What happened

Miss R had a home insurance policy with Aviva. In August 2024, she experienced a blockage in her bathroom, involving a pipe. She arranged for the works required to address the blockage and she made a claim with Aviva.

Aviva declined the claim, because the damage and costs Miss R claimed for, were not caused by an insured peril covered by her policy. Miss R was unhappy, so she complained.

Aviva issued a complaint response in August 2024. It maintained its decision to decline the claim as the damage wasn't caused by an insured peril.

Miss R referred her complaint to the Financial Ombudsman Service. She didn't accept Aviva could refuse responsibility when her home wasn't fit for purpose, because of the blockage.

The Investigator didn't uphold the complaint. They said Miss R didn't have the requisite cover under her policy, for Aviva to be able to consider the claim further. So, they found it was fair for Aviva to decline Miss R's claim.

Miss R didn't agree. She said Aviva should take responsibility as her home was almost uninhabitable.

Because the complaint couldn't be resolved, it's been passed to me 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.

Miss R's home insurance policy is known as an 'insured perils' policy and is the most common type of insurance policy. It covers a specific list of insured events causing loss or damage, such as fire, theft and storm. It doesn't provide cover for all eventualities. For a claim to be covered under this type of policy, the starting point is that an insured event needs to have occurred.

So to begin with, the onus is on Miss R to show, on the balance of probabilities, that an insured event caused the loss she's claiming for. Miss R claimed for damage and costs relating to a blockage, along with works to help deal better with future blockages. But having reviewed the terms of Miss R's policy, I can't see this fits the description of any insured event listed under her specific cover with Aviva.

Miss R pointed out that her home was close to not being habitable. I have no reason to doubt this. But under the terms of Miss R's policy, even in the event the home is uninhabitable, cover would only be provided if it was an insured event that caused this. And

for the reasons outlined above, I'm not persuaded this was the case in the circumstances.

Aviva said there was additional cover it could have considered the claim further under. But because I'm satisfied Miss R didn't take out this additional optional cover, I've not considered this point further.

For the reasons outlined above, and in the circumstances, I don't consider Aviva was required to provide cover under Miss R's policy. So, I don't think it acted unfairly in declining Miss R's claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R to accept or reject my decision before 5 August 2025.

Monjur Alam
Ombudsman