

## The complaint

Mr D complains that Aviva Insurance Limited declined to pay a claim he made on his caravan insurance policy.

Mr D is represented by Miss B and I'm aware she's been heavily involved in the claim and subsequent complaint. But as Mr D is the policy holder, I'll refer to him throughout. No discourtesy intended.

## What happened

The history to his complaint is well known to the parties, so I won't go into all the details here. In brief summary, in May 2024, Mr D discovered some damage to his caravan. He contacted Aviva to make a claim.

Two inspections were carried out. Aviva's loss adjuster wasn't able to make a full inspection, due to property being stored in the caravan. However, he observed rotten wood on the underside. He indicated the likely cause of the damage was either escape of water, arising from a hole in the cold water feed to the boiler, or wear and tear. A further inspection was arranged by Mr D. This concluded the leak was caused by a drain down valve not being opened during the winter months, leading to frozen water causing the cold feed pipe to crack, resulting in the leak.

Aviva said the claim wasn't payable, as the policy excluded damage arising from water leakage.

Mr D brought the matter to the Financial Ombudsman Service, but our investigator didn't uphold this complaint. So Mr D asked for an ombudsman to review things and issue a final 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.

Having done so, I'm not upholding this complaint. I appreciate this will be disappointing news for Mr D and I'm sorry about that. I'll explain my reasons, focusing on the issues I consider central to the outcome of the complaint.

The inspection reports agree on the cause of the damage, something I've not seen disputed by Mr D. So I've looked at the terms of Mr D's policy to see if what happened is an insured event.

Under *Exceptions to Section A*, it says [my emphasis]:

*We will not pay for depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, **water leakage** or any that happens gradually.*

I'm aware Mr D has said his claim should be admitted under accidental damage. But I think the term above clearly excludes any damage resulting from water leakage. And in any event, the policy holder is responsible for maintaining the vehicle and, under *General Conditions*, acting to *prevent and reduce any costs, damage, injury or loss*.

So overall, I don't think Aviva has acted unfairly, as the damage claimed for is not covered under the policy. It follows I'm not going to ask Aviva to do anything more in respect of this complaint.

Once again, I'm sorry to send unwelcome news to Mr D.

### **My final decision**

For the reasons given above I do not uphold this complaint.

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

Jo Chilvers  
**Ombudsman**