

The complaint

Mr M complains Aviva Insurance Limited (“Aviva”) unfairly declined a claim he made on his property insurance policy.

What happened

Mr M held a home insurance policy underwritten by Aviva and contacted them in September 2024 to raise a claim. He said he was part way through replacing the roof of his property when heavy rain entered the roof one evening and affected several rooms, leaving the property uninhabitable and forcing him to temporarily move out. Aviva initially accepted the claim and appointed a loss adjuster who inspected the property in early October 2024. While this was being considered, Aviva paid for Mr M’s temporary accommodation costs.

Aviva ultimately declined the claim and said they had been unaware of the roof works at the time of the claim, and the policy didn’t cover “unfinished works”. Mr M felt this was unfair and raised a complaint. Aviva issued a final response in which they maintained the claim had been correctly declined because Mr M hadn’t told them about the roof replacement before it began. They said there had been a breach of the policy condition that required Mr M to notify them if the buildings were being altered or renovated. But Aviva did acknowledge shortcomings in their communication and offered £500 compensation.

Mr M remained unhappy with Aviva’s response to his complaint – so, he brought it to this Service. He said that Aviva’s reasoning for declining the claim had changed several times and felt that Aviva’s website and policy terms were unclear and that he did not need to declare the roof replacement to Aviva. He also said that the delays before the claim was declined had worsened the damage, because items remained in damp conditions adding to their repair costs. He also said that the loss adjuster’s report was poor and that Aviva’s handling had caused significant stress and disruption.

While the complaint was being considered, Aviva made a further offer of compensation. They maintained the claim was correctly declined, but offered an additional £150; bringing the total to £650 for communication failings and delays. An Investigator then looked at everything that had happened but ultimately did not recommend that Aviva needed to do anything more. The Investigator said that he was satisfied Aviva had acted within the policy’s terms in declining the claim as he felt replacing a roof was a major external renovation and fell within the policy’s notification requirement. The Investigator also said there was no evidence Aviva had acted unfairly and considered the £650 compensation to be a fair and reasonable sum for their communication failings and delays.

Mr M did not agree with the Investigator’s findings, he provided a series of detailed replies, the main points of which were:

- Mr M said the policy notification term was ambiguous and that Aviva’s own website led him to believe he didn’t need to notify them about the roof replacement.
- He disputed the loss adjuster’s suggestion that a tin hat temporary roof should have been installed, saying this was unrealistic and unnecessary.

- He said the investigator had misunderstood the practicalities of scaffolding and weather-related delays during roofing works.
- The investigator hadn't given proper weight to the additional losses he said he'd incur due to Aviva's delay in making their decision to decline the claim.
- He ultimately maintained that Aviva is poor communication and unclear guidance directly contributed to his financial losses.

Mr M asked for an Ombudsman to consider the complaint – so, 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.

Having done so, I've reached the same overall outcome to the Investigator, for substantially the same reasons.

I want to first acknowledge that I've only provided a summary of what happened here as the details of this claim are well known to Mr M and Aviva. I appreciate Mr M has made detailed submissions over several aspects of the claim, however, I'm not going to address each of these individually and instead I'll focus on what I consider to be the key issues of the dispute. This is not intended as a discourtesy to Mr M; but instead reflects the informal nature of this Service and our core function, which is to resolve complaints quickly and with the minimum of formality. I want to assure both parties however that I have read and considered everything submitted carefully.

The crux of the complaint comes down to whether Aviva unfairly declined to cover the damage Mr M reported, as well as how they handled the claim itself prior to the claim outcome. I'll address each point in turn below, for ease of reference.

Claim decision

The starting point here is the policy's terms. Aviva relied on a general condition that said Mr M was required to notify them if he planned to alter or renovate the insured buildings. Aviva's position is that the roof replacement would be a major external renovation and if they had known about this, they would have restricted cover to exclude loss or damage while the building was not watertight.

Mr M says this is unfair. He has outlined why he feels Aviva's terms are ambiguous and why Aviva's own website gave him the impression he wouldn't need to declare the roof replacement. He's also submitted that the damage was caused by the heavy rain, and not by the works themselves, as well as questioning Aviva's contractor's comments around temporary roofing options and the characterisation of scaffolding as proof of major works. I've taken all of these points into consideration, but having done so, I think Aviva fairly declined to cover the claim in line with the policy's terms.

First, I need to decide whether I am satisfied the notification term was breached. I find that it was, and I'm satisfied replacing key aspects of the roof would be considered renovation works that a policyholder would be required to inform Aviva of. I appreciate Mr M has said there was not an improvement or amendment to the roof; but the policy term doesn't say Aviva only need to be made aware if there have been improvements or amendments, it says "*you also need to tell us if...you plan to alter or renovate the buildings*". I also appreciate that Mr M has highlighted that "alter" or "renovate" are not defined in the policy.

In situations like this, the first step is to use a word's ordinary, everyday meaning. And having done so, using an ordinary and common-sense reading of the word *renovate*, I find that replacing a property's roof would be considered a renovation. I'm also satisfied that the words are not ambiguous in a way that renders them unworkable.

In respect of Mr M's submission that he felt Aviva's own website was misleading; I don't find this to be the case. While he did exactly what many honest homeowners would do in checking his policy documents and seeking informal advice, and I do not criticize him for this, I think the guidance is clear to direct a policyholder to check with Aviva if they are unsure of what they need to know about. Therefore, as I'm satisfied there has been a breach of the policy terms, I've gone on to consider whether that breach is relevant to Mr M's claim.

Ultimately, rain entered the property as the roof had been removed, and the building was no longer watertight. The loss adjuster's photographs and notes are consistent with that. So, I'm satisfied it was reasonable for Aviva to conclude that had the roof been intact, the rain would not have entered in the same way that it did. Aviva has also outlined why they wouldn't have covered the loss at all had they been properly notified of the works, and they've provided their underwriting information to demonstrate this. This information is considered commercially sensitive, so I can't share it. However, I've considered it carefully and I'm satisfied it shows that if they had been told about the works, they would have advised that there was no cover for storm damage. It therefore follows I'm satisfied that Aviva fairly declined the claim in line with the policy's terms.

Finally, I've taken into account Mr M's submissions and criticisms around Aviva's contractor's qualifications and them using the term "tin hat cover", as well as the role of scaffolding in building claims. But I don't intend to make a finding on these parts of the complaint. Not only has Mr M not submitted any comparable evidence to demonstrate why Aviva's contractor's conclusions were wrong, my decision ultimately doesn't turn on whether a particular temporary system was or was not required.

Aviva's handling of the claim

The relevant regulator's rules say that insurers must handle claims promptly and fairly, and that they mustn't turn down claims unreasonably. I've taken those rules into account, along with other relevant considerations, such as the relevant regulatory guidance and principles, when deciding whether Aviva treated Mr M fairly.

I've considered Aviva's claim notes, and I can see the claim was reported on 22 September 2024. Aviva instructed a loss adjuster, and the property was inspected on 2 October 2024. While I appreciate Mr M has said Aviva's reasons for the decline shifted, they ultimately communicated their decision to him on 11 October 2024. Whilst that does appear to be a relatively short period of time, I think that the extent of the damage and the fact Mr M and his family had to leave the property as it was uninhabitable demonstrates that it's fair to conclude Aviva should have done more. I also note Aviva has accepted that there were delays and I'm satisfied the file history does show opportunities for clear and earlier escalation once the loss adjusters had confirmed the works that were being undertaken and the property's condition. Aviva's initial explanation for declining the claim was unfinished works, and this later became the breach of the notification term. While I'm satisfied the notification term not being adhered to was the correct basis to decline the claim, I think the way this was communicated caused understandable confusion to Mr M.

Finally, I've also thought about Mr M's submissions that the delays in confirming the decline meant his personal items stayed in damp conditions increasing damage and costs. But having done so, I don't find it would be fair or reasonable of me to direct Aviva to cover these costs. While Mr M says Aviva delayed their claim decision, he still would have been under a

duty to mitigate his losses. And not only are the items he says were damaged not covered in any event, I've also not seen any persuasive evidence that demonstrates further damage occurred as a result of the way Aviva handled the claim.

What was the impact

Mr M and his family were away from their home and dealing with a stressful situation. But much of that impact flows from the damage itself in the absence of cover under the policy. While I can't compensate for that, I can recognise the additional distress confusion and inconvenience caused by Aviva's communications and the delay in moving to the correct grounds to decline the claim. That means I'm satisfied awarding a sum of compensation is fair here. Aviva has offered a total of £650 compensation, which I can see the Investigator thought was reasonable. So, I need to decide whether that's enough compensation to reflect the impact of Aviva's actions on Mr M.

I've considered Mr M's testimony about how he says this claim affected him. I haven't detailed everything here, but I've considered everything he's submitted. In terms of making a compensation award, it's important to note that this Service doesn't punish or fine a business. A compensation award is intended to reflect the impact a business's actions had on their customer. I've weighed up Mr S's testimony, the available evidence, and the duration of the process. Overall, I think the total compensation award of £650 is fair and reasonable and is in line with the level of compensation appropriate to these issues.

I appreciate this is not the level of compensation Mr M might have hoped for, and it may not ultimately change matters for him. But given I am satisfied Aviva correctly declined the claim, my award is based on their initial delays in notifying him of this. And I'm satisfied the compensation award already offered of £650 produces a fair and reasonable outcome in this particular complaint.

My final decision

For the reasons I have given above, my final decision is that I uphold this complaint in part. I direct Aviva Insurance Limited to:

- Pay Mr M £650 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 December 2025.

Stephen Howard

Ombudsman