DRN-5620472

The complaint

Mr B complained that Aviva Insurance Limited ("Aviva") unfairly declined his claim for damage caused by a water leak, under his home buildings insurance policy.

What happened

Mr B said water leaked into his child's bedroom and was noticed on 22 January 2025. He cut off the water supply and heating and then arranged for a plumber to inspect the cause of the damage. Mr B said the plumber cut a hole in the ceiling. He told him the most likely cause of the leak was from the fixed pipes or heating system from the bathroom above. The plumber told him to continue using the bathroom and to check if the leak reoccurs.

Mr B said there have been no further leaks. He contacted Aviva on 3 February 2025 to make a claim. He said its agent told him there had been storm damage in the area and that he should make a claim under a 'storm cause' as his plumber hadn't found the exact source of the leak. Mr B said Aviva sent a surveyor to inspect the damage. The business then declined his claim. It said there were no storm conditions, and no specific cause of a leak had been identified.

Mr B didn't think he'd been treated fairly, and so he complained to Aviva. In its final complaint response, the business said no storm conditions had been recorded in the area around the time of the loss. It said there was no evidence of storm related damage to the property externally. So, it maintained its decision to decline the claim.

Mr B disputed Aviva's findings and several emails were exchanged. Aviva told him there was no evidence the damage had been caused by a leaking pipe or apparatus. It maintained that it was for Mr B to show the damage was caused by an insured event. It said it hadn't seen evidence that the leak originated from something covered by its policy. In addition, it said there was no cover for trace and access costs for the same reason.

Mr B didn't accept Aviva's response and referred the matter to our service. Our investigator didn't uphold his complaint. She agreed with Aviva that it was for Mr B to show he'd suffered an insured loss. She didn't think he had. This meant the business had acted fairly when it declined to cover his loss.

Mr B disagreed with our investigator's findings. He said the information he provided showed there was cover under his policy for the damage reported. He said it wasn't proportional to expect him to cause significantly more damage to his home to find the exact cause of the leak. Mr B said a fair compromise was for Aviva to repair the damage, on the understanding he would attempt to find the source of the leak if it happened again.

As an agreement wasn't reached the complaint has 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'm not upholding Mr B's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

It's for the policyholder to show that they have suffered an insured loss. If they can then the insurer must pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

Mr B's claim was initially considered under a storm damage cause. The approach we take to these claims is to consider three questions. These are to identify whether storm conditions occurred, if the damage is typical of that caused by a storm, and if a storm was the main reason for the damage. If the answer to any of these questions is no, then Aviva can reasonably decline the claim.

I've looked at weather data around the time of Mr B's loss using a service we have access to. This was taken from a weather station around eight miles from his home. Maximum wind gusts were recorded at 13mph on 22 January 2025. This is when the damage was noticed. There was no heavy rain recorded at this time.

I've also looked at the records for the week preceding the date of Mr B's loss. Maximum wind speeds over this period were recorded at 18mph. Again, no heavy rain was recorded.

Aviva's policy defines a storm as:

"*An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow… The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but we take other factors into consideration such as where the property is sited*".

Based on this evidence no storm conditions were experienced around the time of Mr B's loss. So, the answer to question one is no. For completeness I've considered the remaining questions. Rainwater ingress is typical of damage a storm can cause. So, I'll accept the answer to question two as yes. With regards to question three, no storm conditions were recorded. There's no evidence of damage to Mr B's roof that would allow rainwater to penetrate internally. This means a storm hasn't been shown as the main cause of the damage reported. So, the answer to question three is no. As the answer to all three questions isn't yes, it means Aviva can reasonably decline Mr B's claim for storm damage.

I've thought about whether Mr Bs claim is covered under a different cause. To understand more about this, I've read the "*plumbing completion certificate*" he was provided with by his plumber. The report said:

"*Open ceiling and fully test everything to max for a long period. Not a single drip occurred. I believe this could either be a leak from the roof or a one of that the toilet overflowed or from pipework in bathroom above Let area dry out and keep and eye out for any leaks if they do occur.*"

Mr B said on the balance of probabilities the leak originated from pipework supplying the bathroom above where the leak occurred. I understand his point. But the onus is on the policyholder to show that an insured cause has occurred. In his report the plumber suggests where the leak could have come from. He gives several possibilities including an overflowing toilet, the roof, or pipework connecting to the bathroom. But he didn't clearly identify the source of the leak. So, although I can understand this situation has been frustrating for Mr B, he hasn't shown that an insured cause resulted in the damage to his home.

I've read the section of Mr B's policy terms that relate to tracing and accessing leaks. The policy says:

"*If the buildings are damaged due to an oil leak or water escaping from water tanks, pipes, equipment or fixed heating systems in the home. We will pay the reasonable cost of removing, replacing and reinstating any part of the buildings necessary to find the source of any water or oil leak and making good.*"

In Mr B's claim the source of a leak hasn't been identified. The terms are clear that no cover is provided for trace and access costs in these circumstances. So, Aviva needn't pay for any costs relating to this.

I'm sorry to hear that Mr B's son has been ill and missed school. He attributes this to dust inhalation because of the hole that was left in the ceiling by his plumber. I hope his son is feeling better. But as discussed there was no cover in place for Aviva to repair the hole his plumber made when investigating the cause of the leak. I'm sorry for the distress and inconvenience both he and his family experienced. But I can't reasonably say that Aviva treated him unfairly.

In summary, I don't think Aviva behaved unreasonably when it relied on its policy terms and declined Mr B's claim for the reasons it gave. So, I can't fairly ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 13 October 2025.

Mike Waldron
Ombudsman