

The complaint

Mr W complains that Aviva Insurance Limited has unfairly repudiated part of his claim made for damage, following an escape of water to his rental property.

What happened

Mr W says he noticed his property was extremely damp throughout the ground floor after his tenants moved out in November 2024. He believed the cause of this was an escape of water with damage to the kitchen, hallway and living room.

Aviva accepted there had been an escape of water at the property but it didn't think this was cause of the damage to all of the areas noted. It felt the presence of salt contamination within the walls indicated the water was being drawn from outside and coming through the properties external surfaces. This was consistent with rising damp and wasn't something it would repair as part of the escape of water claim.

Aviva requested more information from Mr W to support his claim, including images of damage previously claimed for in 2023, detailed repair invoices for the 2023 works and the work completed in 2024 and evidence of the tenants complaints, or reports of ongoing issues while occupying the property.

A final response was issued on 29 January 2025 where Aviva set out its claim position and response to the complaint made about this. It said the information provided did not demonstrate the damage claimed for, had been caused by a single insurable event and it was more consistent with a long-term damp issue. Aviva was willing to cover the damage to the kitchen floor and set out what it would pay after the excess was deducted, but it wouldn't cover the cost of the damp proofing work completed.

Our investigator looked at this complaint and didn't think Aviva needed to do anything else. They said they were not persuaded it had been evidenced that the work completed by the damp proof specialist was required because of the escape of water and the faulty stop cock which had been repaired in December 2024. They agreed this work was consistent with damp proof repairs and Aviva had made a fair claim decision based on the information provided.

Mr W disagreed with the outcome and asked for the case to be referred for 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.

I've decided not to uphold this complaint for much the same reason as our investigator. I appreciate Mr W will be disappointed by this, but I'll explain why I think Aviva has acted fairly with the offer made to settle this claim.

When a claim is made, the claimant needs to demonstrate the damage caused is the result

of an insured event. Here, there is no dispute that an insured event has taken place with an escape of water and Mr W has demonstrated the need to repair a faulty stop cock. There is damage consistent with an escape of water present in the kitchen with damage to the flooring. Mr W had these works completed and Aviva has agreed to cover the cost of the kitchen flooring repairs.

What is disputed here is whether the additional works completed by a damp services company is something which should be covered under the policy. If not the result of the escape of water, the damage isn't something that Aviva can be expected to cover.

Mr W has relied on the findings of the damp proof specialist and their determination on what they believe the cause of damage to the wall is. It said the following:

"The moisture profile and visual evidence in these areas indicates the migration of moisture through the building material caused by a persistent leak in the kitchen area. Works must be undertaken to re-install a chemical damp proof course, treat impacted masonry and create a vapour permeable barrier between the masonry and wall plaster coverings throughout."

Aviva has said it thinks there is an inconsistency with the findings of the specialist and the quote for the works. The quote describes the work needed as:

"Works undertaken to remediate Penetrating damp in the kitchen, hallway & living room."

Aviva has said this, together with there being reports of salt contamination in the wall, consistent with water being drawn from outside the external surface of the property, means it is not clear the water damage is the result of the escape of water. It feels this could be because of a damp issue within the property and this isn't something the policy provides cover for.

It also has questioned the position of the stop cock and the damage in different locations and how this could have happened. And without further evidence provided to show the damp in the walls was caused by the escape of water, it has declined to cover the costs of the damp proof membrane being installed.

Having reviewed everything, I am not persuaded that Mr W has demonstrated the cause of the damage to the kitchen, hallway and living room is all the result of the escape of water. I think Aviva has reasonably raised concerns about the conflicting information provided by the Damp Specialist with the report and subsequent quote for the work. This talks about salt contamination, with this indicating water is drawn from external surfaces, while also stating the cause is the persistent leak from within the kitchen. So, I am not satisfied the findings can be relied on.

I also think it is reasonable for Aviva to question the position of the stock cock and the proximity of the damage to this, together with understanding any concerns raised by the previous tenants in the property.

I've not seen that Mr W has been able to demonstrate that the cause of the damage to the walls is the result of the escape of water. And it follows, that I don't think Aviva has made an unfair claim decision when it has limited the settlement to the works completed to the kitchen flooring only, when based on this.

My final decision

For the reasons I've explained above, I don't uphold Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 16 December 2025.

Thomas Brissenden
Ombudsman