

The complaint

Mr S is unhappy with the decision made by Aviva Insurance UK Limited (Aviva) when dealing with a claim under his caravan insurance policy.

Aviva is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Aviva has accepted it is accountable for the actions of third parties instructed by it. In my decision, any reference to Aviva includes the actions of any third party instructed by Aviva during Mr S's claim.

What happened

Mr S made a claim under his policy after noticing a leak from the roof strap of the caravan. Aviva sent images of the damage to one of its engineers. Aviva told Mr S that his claim wouldn't be covered because of the exclusion for *'Accidental Damage caused by seepage of water into the Caravan through seals or seams.'*

Mr S didn't think Aviva's decision was fair as it had been made without inspecting the caravan. Aviva arranged for its engineer to come and inspect the damage, but its decision to decline the claim remained.

Mr S complained to Aviva about its decision. Aviva didn't accept Mr S's complaint and referred to the exclusion under Mr S's policy. Mr S didn't accept these findings and referred his complaint to this Service.

The Investigator found that the decision to decline Mr S's claim was reasonable and in line with the policy terms, but its communication with Mr S had been poor. The Investigator recommended Aviva pay Mr S £100 in recognition of its poor claims handling and the impact on Mr S. Mr S didn't agree. As the complaint couldn't be resolved, it has been passed to me 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 thank Mr S for taking the time to explain everything that has happened since making a claim on his policy. I understand it has been a stressful time for Mr S. I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim decline

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So, I've considered the evidence to determine whether Aviva has acted fairly and reasonably in reaching its decision on Mr S's claim for damage caused by the leak.

Mr S feels strongly that his evidence and version of events haven't been given proper consideration when assessing his claim. I've carefully considered what has happened, and what we'd expect in the circumstances. And having considered everything, I'm persuaded Aviva has acted fairly and reasonably in applying the policy exclusion to decline the claim. I'll explain why.

It's not disputed that the policy doesn't offer cover for '*Accidental Damage caused by seepage of water into the Caravan through seals or seams.*' The engineer's initial assessment, and decision after inspecting Mr S's caravan found '*After an onsite inspection the water ingress comes from the rear roof strap seals.*' Based on the engineer's assessment both on reviewing the images sent by Mr S, and after completing a physical inspection, I'm satisfied Aviva's decision to decline Mr S's claim is fair and reasonable.

In the absence of any other evidence, I think it's fair for Aviva to rely on what the engineer has explained. It's evident this damage isn't covered by the policy. So, I think Aviva's decision not to offer cover is in line with the policy, and what we'd expect in the circumstances.

I can appreciate Mr S's disappointment with this outcome. This situation has clearly left Mr S feeling stressed, upset, and financially out of pocket. But I haven't seen any evidence to persuade me that Aviva's actions have been wrong, or outside of the policy terms. So, I won't be asking Aviva to do anything in settlement of this part of Mr S's complaint.

Claim handling

Mr S says '*I feel if this had been dealt with in a timely manner the damage would have been minimal without the potential of the caravan being written off.*'

Aviva accepts that its communication with Mr S was poor at times- with calls going unanswered, and delays in responding to contacts from Mr S. The Investigator recommended Aviva pay Mr S £100 in recognition of the impact on Mr S.

I'm persuaded £100 recognises the communication with Mr S was lacking throughout large parts of the claim. This amount also recognises the impact I'm directing compensation for is limited to Aviva's lack of proactive management of the claim, which caused a delay in updating Mr S about his claim. I haven't seen any evidence to support Mr S's comments about the delay Mr S causing further damage, or that Aviva is responsible for it.

I'm persuaded £100 compensation recognises the impact on Mr S because what went wrong with the handling of the claim, including Aviva's poor communication with Mr S, but also that the outcome of the claim itself remains unchanged. So, I'll be directing Aviva to pay this, if it hasn't done already.

My final decision

For the reasons provided I uphold this complaint. Aviva Insurance UK Limited must pay £100 distress and inconvenience payment to Mr S.

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

Neeta Karelia
Ombudsman