

The complaint

Mr G is unhappy his claim was declined by Aviva Insurance Limited ("Aviva") under his home insurance policy as Aviva said the damage wasn't caused by an insured event.

What happened

Mr G made a claim to Aviva when water was coming into his property from outside, which damaged his flooring. Mr G said he fixed the issue himself.

Aviva appointed a surveyor who reviewed and validated the claim. The surveyor drew its conclusions using Mr G's testimony and the photographs he provided. The surveyor declined the claim on Aviva's behalf, it said "*we regret to inform you that from the information available we are unable to ask [Aviva] to make any payment on this occasion, because the damage was not as a result of one of the listed perils, but rather by rising damp over an extended period of time*".

Aviva did re-consider the claim when Mr G complained, but it maintained its decision to decline the claim. It did offer £400 in compensation – for the distress and inconvenience caused, by Aviva taking over 12 months to respond to the complaint.

Mr G would like his claim re-considered.

Our investigator decided not to uphold the complaint. He thought Aviva had fairly declined the claim based upon the evidence that was available to them and had provided Mr G with reasoning to support its decision. He thought the compensation offered was fair. Mr G disagreed, so the case has been referred to an ombudsman.

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.

It's a policyholder's responsibility to show any damage that has been claimed for, has been caused by an insured event. Insurance policies don't generally cover every eventuality, doing so would be cost prohibitive for consumers.

Instead insurers offer policies that cover certain events (or perils). These are listed in the policy, and normally include events such as fire, theft, storm and flood etc. Insurers will often cap their liability or exclude certain types of damage (for example, where damage has occurred over a long period of time, which is normally down to maintenance issues).

When Aviva's surveyor reviewed the claim, he was presented with Mr G's testimony from when he made the claim. These circumstances have been recorded in the report produced by Aviva's appointed surveyor. The description of the circumstances recorded were:

"The policyholder advised, about 2 months ago [he] started getting water patches on the walls and the floor was damaged. [He] got a local builder who come in and he put new concrete down on the floor and replaced the floor, this was about a month ago. [He

explained] we didn't have a leaking pipe or nothing. [He] thinks the water was coming from outside".

Mr G had the work completed at a cost of £3,800 and he wanted this covered by his policy.

I haven't seen any evidence to suggest the circumstances captured by Aviva's surveyor was inaccurate. All the notes I've read in the complaint file, support this version of events.

I've checked the policy, and I can't see any insured event that would cover Mr G's loss. Aviva said rising damp / water entering from outside the property isn't covered by the policy. Video evidence provided by Mr G confirms this was the likely cause of damage. Therefore, I think Aviva has been fair in declining the claim. It's Mr G's responsibility to prove the damage was caused by an insured event. As he hasn't been able to do that, I don't uphold this complaint.

I think the £400 Aviva has offered for the delay in handling the complaint is fair. Aviva had already communicated to Mr G the outcome of his claim and as there hadn't been any new evidence provided, I don't think there should've been any expectation that the complaint would've changed this outcome. If Aviva haven't yet paid this, it should make sure this is arranged with Mr G.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 December 2025.

Pete Averill
Ombudsman