

The complaint

Mr O has complained that Aviva Insurance Limited (Aviva) unfairly declined his claim under a block insurance policy.

References to Aviva include companies acting on its behalf.

What happened

Mr O made a claim when water entered his garage. Aviva assessed the claim and declined it. It said the garage was in poor condition and the water had entered it due to gradual deterioration.

When Mr O complained, Aviva maintained its decision to decline the claim. It said it was clear the damage had happened over time. It also confirmed all correspondence had gone via the broker, which were the details it had been provided with. It also acknowledged that there had been a slight delay in assessing a report, for which is apologised. However, there were no other issues identified with its claim handling.

Mr O complained to this Service. Our Investigator didn't uphold the complaint. He said Aviva wasn't required to inspect Mr O's property before it offered cover. When it assessed the claim, Aviva's survey found that the garage was in poor condition. There was an exclusion for gradual deterioration and wear and tear in the policy. So, he said it was fair for Aviva to decline the claim. He said it was reasonable that Aviva apologised for the delay during the claim.

Mr O didn't agree this was a fair outcome, including because he said Aviva shouldn't have offered cover if it didn't assess his property was in good condition. So, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Aviva arranged for a surveyor to assess the garage, which was in a block of garages. I've read the surveyor's report and looked at the survey photos. The surveyor found that:

“The garages are in a poor state of repair internally and externally. Externally the render is blown and missing in places and does not appear to have been maintained. Internally the walls (especially the rear and rear left) and floor are wet. This has probably been over many years as there are calcium deposits from the ceiling and down the walls. The concrete ceiling is in a poor condition with many areas blown as the reinforcement has rusted and is exposed.

...

At some point this parking area [above the garage] approximately 6.0 x 5.0m has been covered with a bitumen-based layer approximately 20-40mm thick. Along the area of the left wall to the claim garage, a large split in the bitumen has appeared and it is likely that this is the point of the water ingress. This crack also runs in line with the crack through the parapet wall top left of the garage.

...

I do not feel that this is a single occurrence but has been happening over several years due to lack of maintenance of the parking/loading area surface.”

Looking at the photos, these showed the issues identified in the surveyor’s report, including the calcium deposits, issues with the ceiling and the cracked bitumen. So, I think it was reasonable for Aviva to rely on its expert’s findings, including that the issues with the garage had built up over a period of time.

I’ve looked at the policy wording. This said: “*We will not provide cover for... (b) gradual deterioration or wear and tear*”. So, I think it was fair that Aviva didn’t cover the claim. The surveyor’s report showed that the water entered due to gradual deterioration and wear and tear.

I’m aware Mr O has said that Aviva should have inspected his property before it offered cover. However, insurers don’t typically do this and I’ve seen nothing in the policy terms and conditions that suggested it would do so before it offered cover. It is for a policyholder to maintain their property and it is common for insurance policies to have an exclusion for gradual damage and wear and tear.

Mr O was also concerned about the claim handling, including communication issues. When Aviva looked at this, it noted a delay in assessing a report, for which it apologised. I think that was fair.

But, I’ve also looked at how the claim was handled more widely. From what I can see, the broker raised the claim on Mr O’s behalf. Following this, Aviva continued to deal with the broker to progress the claim. I don’t think that is unusual. I also don’t think Aviva had any reason to think Mr O wanted to be contacted directly, as when it asked the broker to obtain information from Mr O about the claim, it was provided with the required information. I didn’t see anything to suggest Mr O made Aviva aware he wanted to be contacted directly rather than through the broker.

When Aviva declined the claim, it passed this information to the broker. It also asked the broker if it should contact Mr O directly to confirm its claim decision, in which case it asked for his email address. About a month later, the broker contacted Aviva to ask for an update on the claim. Aviva confirmed it had declined the claim and re-sent its previous email. I haven’t seen anything to suggest Aviva was responsible for the broker seemingly not being aware of the earlier email. Apart from the delay related to the report, which I’ve already referred to, I haven’t found any issues with Aviva’s claim handling.

So, having looked at what happened during this claim and with the decision to decline it, I don’t uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 20 November 2025.

Louise O'Sullivan
Ombudsman