

The complaint

Mr C is unhappy Aviva Insurance Limited declined a claim made on his home insurance policy.

Any reference to Aviva includes the actions of its agents who were acting on its behalf.

What happened

The background of this complaint is well known to both parties. And as the Investigator detailed what happened in their view, I won't repeat events here. Rather my decision will focus on the reasons for my decision.

Mr C has a home insurance policy. In October 2024, he reported to Aviva water had entered his property through his kitchen ceiling and had caused internal damage. Aviva considered the claim but declined it saying Mr C hadn't shown there was an insured peril.

Unhappy, Mr C referred it to this Service. Our Investigator didn't uphold it. Because Mr C disagreed, the complaint has been passed to me for an Ombudsman's 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.

Our Service is an alternative informal dispute resolution service. So, whilst I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. I'm sorry to hear of the damage that's occurred to Mr C's property.

The starting point with any insurance claim is the insured (Mr C) must be able to demonstrate, within reason, that an insured event – covered by the policy – has occurred as described. If Mr C can, the onus then passes to the insurer (Aviva) to respond to or settle the claim or show it can fairly rely on a policy term or exclusion to decline the claim or limit their outlay.

Mr C has said the damage was caused by various perils, which Aviva has considered and declined to accept the claim under. I will consider each in turn:

Storm – Mr C initially said he considered the damage was caused by heavy rain. Aviva reviewed weather records which showed there were no storm conditions on or around the date the damage is said to have occurred. I've reviewed the weather records and found the same. It follows I find Aviva's decision to decline the claim under the storm peril was reasonable and not contrary to the evidence.

Mr C then said the damage could have been the result of an escape of water. Aviva considered this but concluded as there were no water pipes at or above the area(s) of damage, that couldn't have been the cause. I find this was reasonable and not contrary to the evidence because by Mr C's own testimony, there were no gutters/pipes nearby.

Mr C then said the damage was wear and tear, or other words, gradual. The photos of the damage suggest to me water has been causing damage for some time, so I find Mr C is likely correct to say the damage was caused gradually. But I've checked the policy terms and gradual damage is excluded. It follows it was reasonable for Aviva not to accept the claim for this reason.

Mr C then said the damage was caused accidentally and provided a report which said: "*...the metal pipe was visibly lodged in the roof structure, forming a hole through which rainwater entered the ceiling space*". His theory was that the metal pipe had fallen from an external source, possibly during adverse weather. This report was shared with Aviva, but it didn't change its claim decision. I'm satisfied that's reasonable - I'll explain why:

- Mr C didn't mention the metal pipe until about 10 months after he reported the damage. It seems to me he would have noticed the metal pipe much earlier than he says he did, especially as he accessed the roof to implement temporarily repairs and is said to have discovered the pipe under the tarpaulin. It's also unclear to me how the metal pipe was found to be under the tarpaulin covering the kitchen roof;
- The damage to the kitchen ceiling is extensive. It's widespread and large parts of the ceiling have come away. The puncture hole the metal pipe is said to have caused is very small when compared to the extent of the damage, and there was insignificant rainfall during the relevant period. This means I'm not persuaded the level of internal damage tallies with how the damage was alleged to have occurred to Mr C's roof.

Summary

In summary, Mr C hasn't been able to demonstrate a one-off insured event, covered by this policy, has occurred. Therefore, I find Aviva has fairly considered the claim before declining it in line with the policy terms.

Communication

Aviva recognised its communication could have been better whilst handling the claim saying it could have given clearer direction to Mr C in terms of the next steps with his claim – and I agree. Whilst the complaint has been with us, Aviva has increased its offer of compensation to £250. I'm satisfied this amount fairly reflects the difficulties Mr C experienced, so I won't be directing it to increase this.

My final decision

My final decision is I uphold this complaint and require Aviva to pay the £250 compensation it has offered to pay. If it's paid any part of this compensation already, it can deduct this from the total amount payable.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 12 March 2026.

Nicola Beakhust
Ombudsman