

The complaint

Mrs C complains Aviva Insurance Limited has unfairly declined a claim made on her home insurance policy.

Any reference to Aviva includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties. And as the Investigator detailed what happened in their view, I won't repeat events here. Rather, I will focus on the reasons for my 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 also kept in mind the insurer's responsibilities to handle claims promptly, fairly, and to not unreasonably decline a claim.

Mrs C has a home insurance policy with Aviva. She reported to Aviva her kitchen ceiling had collapsed following an escape of water from her bathroom. Aviva considered the claim but declined it saying Mrs C hadn't shown there was an insured peril. It said the damage had occurred gradually and so, is excluded under the policy. Based on the evidence, I find that's a fair conclusion – I'll explain why.

Damage caused by an escape of water (a one-off event) is covered under the policy. When Aviva visited Mrs C's property to assess the damage, it said the damage was consistent with "*progressive long-term damage*" and not a one-off insured event. In reaching this conclusion it pointed to lintels/reveals having failed and deteriorated significantly, saturated walls, ceiling joists showing visible signs of damage, and 2.5sqm of textured ceiling plasterboard having failed.

Mrs C's plumber, who attended after the ceiling collapsed, observed similar, noting the "*joists and brickwork wall [were] both highly damp*" and "*the wooden lintel above the combined exterior window/kitchen door had complete[ly] perished in places.*" As well as "*the brick ha[ving] dropped/subsided which is holding the 1st floor joists, which has made the bathroom floor drop.*"

It's clear from these descriptions the experts agree the damage is extensive and this aligns with the photographs I've seen which show extensive water staining, collapsed plasterboard ceiling, crumbled masonry and damp/rotten lintels. So, I find Aviva's position the damage had been caused by "prolonged water saturation" and not from a single overflowing bath a week prior, as Mrs C had suggested, to be fair and reasonable.

Mrs C said she maintained her property, so Aviva's finding that she hadn't was unfair. She

provided this Service with a copy of a report from her home emergency provider who had attended six months prior to deal with an escape of water. Mrs C says following this visit, she replaced the seals around the bath as advised by the engineer – which she says is evidence of her maintaining the property.

Even if I accept Mrs C replaced the seals, it remains there had been a previous escape of water which the home emergency engineer had reported as “*leaking through [the seals] like [a] waterfall.*” From what I’ve seen, this previous escape of water was in the same vicinity as the damage now claimed for. Mrs C hasn’t told us that she’d carried out any repairs to that area (apart from replacing the seals), so I’m not persuaded this shows Aviva’s decision to decline the claim is unfair.

Mrs C says the collapse of the ceiling happened suddenly, and that she didn’t know the damage was occurring because it was hidden behind a wall unit in the kitchen and concealed behind the bath panel. My findings above regarding the previous home emergency claim don’t support that position.

But in any case, whilst some of the damage might have been out of sight, Aviva has said some was visible – noting the lintel/reveals to the back window was visible. And that signs of damage could be seen externally near the window closest to the where the ceiling collapsed. These findings are consistent with the photos and so, I’m persuaded Aviva’s finding that the damage was visible prior to the collapse of the ceiling is reasonable.

In summary, I’m satisfied Aviva’s conclusion the damage was caused gradually is reasonable and not contrary to the evidence. And the policy – the contract of insurance between Mrs C and Aviva – makes clear gradual damage is excluded from cover. It follows I find it was fair and reasonable for Aviva to decline the claim.

Customer service

Mrs C also complains about the customer service she received. For example, she says Aviva’s handling of the claim was disorganised and its communication was misleading. I accept Aviva’s customer service could have been better at times. For example, it said it would carry out asbestos testing and then didn’t. But this was a short-lived misunderstanding, corrected shortly after.

Having reviewed the customer service Aviva provided objectively, and holistically, I find it was satisfactory. I say this because its communication was clear and timely on the whole, it was appropriately responsive to Mrs C’s enquiries, and it was courteous and professional throughout. It follows I make no compensation award.

My final decision

My final decision is I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs C to accept or reject my decision before 9 April 2026.

Nicola Beakhust

Ombudsman