

The complaint

Mr G complains that Aviva Insurance Limited has unfairly declined his claim under his building insurance policy.

What happened

Mr G holds a buildings insurance policy underwritten by Aviva.

On 12 May 2025 Mr G reported a leak in the plant room for his swimming pool which had damaged the equipment. He supplied Aviva with a quote from his contractor for the work. Aviva asked for further information and photos which were provided by 23 May 2025. On 5 June 2025, Aviva contacted Mr G and said it wanted to arrange a site visit to inspect the damage. But he told them that he had instructed his contractors to commence work and this had already started.

Aviva declined the claim. It said that as the repairs had already commenced it could no longer validate the claim and that the claim position had been prejudiced. Aviva said it had already told Mr G that commencing with the works may prejudice the claim.

Mr G complained to Aviva, but it maintained its stance. He then brought his complaint to this service. Our Investigator looked into the matter but didn't uphold the complaint.

As no agreement could be reached, the matter has been passed to me to decide.

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.

Both parties are aware of what has happened, and the above is intended to provide just a summary of the situation. It is important to point out that we're an informal dispute resolution service, set up as a free alternative to the courts for consumers. In deciding this complaint I've focused on what I consider to be the heart of the matter rather than commenting on every issue or point made in turn. This isn't intended as a discourtesy to Mr G. Rather it reflects the informal nature of our service, its remit, and my role in it.

The policy terms and conditions

Aviva has declined the claim on the basis that Mr G didn't obtain authorisation to start repairs, and it says this has prejudiced its ability to validate the claim. It has referred to the policy wording which states under the 'how to make a home claim' section:

"When you make a claim, we may ask for the following so try to have handy to share or upload:

- *Your policy number*
- *Photos of what is damaged or lost*

- Receipts, quotes, or invoices
- Estimated size of the area affected

Once we've been notified of your claim we'll confirm that you're covered or explain if you aren't. Some claims can be settled immediately on the first call but if it takes longer we'll provide regular updates on progress."

In addition, Aviva has also pointed to the 'General conditions' section in which it states:

"What you mustn't do

- *Admit to any claim, promise any payment or refuse any claim without our agreement.*
- *Get rid of damaged property or organise repairs without our agreement.*
- *Abandon any damaged property to us."*

Following review of these policy terms, I think it's clear that claims need to be agreed by Aviva before any repairs can begin.

Has Aviva unfairly declined Mr G's claim?

As mentioned above, the policy says that work shouldn't be done without Aviva's agreement. Mr G complains that it was taking too long for Aviva to investigate his claim and that he wanted to get the repairs completed so he could use the pool during the summer months.

I appreciate why Mr G was keen to get thing moving. But I don't think the timeframe from the notification of the claim on the 12 May 2025 and the request for a site visit on 5 June 2025 is unreasonable, especially as Aviva had been asking for information during this period. So, I'm not of the opinion that this justified starting the works before Aviva had approved the claim.

I'm aware Mr G feels that the information he had already supplied to Aviva should have been sufficient to approve his claim. Aviva had asked for information about the cause of the leak from both Mr G and his contractors. The policy does have exclusions relating to certain types of damage and therefore I don't think it is unfair for Aviva to want to check the source. Aviva was still in the process of validating the claim when Mr G instructed his contractor to start the repairs.

Mr G refers to specifically asking Aviva in an email if he could start the repairs to the pool. He doesn't think that the Aviva's response was clear. I've looked at the email sent by Aviva on 23 May 2025, and I can see that it says:

"Proceeding with the works may prejudice the claim, and by doing so may result in avoidance of cover. If we request for evidence to show the damages which are repaired by your supplier, and this damage cannot be evidenced then we may be unable to offer policy cover."

I think this email is written clearly and explains the consequences of going ahead with the repairs before the claim has been agreed. If Mr G had been in any doubt over what this meant, he could have asked for clarification.

Mr G has referred to the personal situation he faced in the previous year. He feels this should have been taken into account by Aviva when considering his claim. I'm sorry to note what Mr G and his family have gone through and I offer my condolences. But despite my natural sympathies, I'm not persuaded that this means Aviva should proceed to settle a claim when it doesn't have enough information to be able to validate it. I don't require Aviva

to do anything further at this stage. If Mr G has any further information he should provide this to Aviva in the first instance.

My final decision

For the reasons stated above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 March 2026.

Jenny Giles
Ombudsman