

The complaint

Mr S complains a claim was declined by Aviva Insurance Limited on his buildings insurance policy.

What happened

The events are well known to both parties, so I won't go into detail here. Mr S raised a claim for damaged caused to the waterproof membrane on his terrace. The claim was declined due to faulty workmanship. Unhappy, Mr S raised a complaint. Aviva didn't uphold the complaint as they didn't think they'd done anything wrong. Still unhappy, Mr S brought the complaint to this service.

Our investigator didn't uphold Mr S's complaint. He didn't think the claim had been unreasonably declined. Mr S appealed. He said the claim should be covered as it was an accident and there is no definition of faulty workmanship in the policy terms and conditions. As no agreement could be reached, the complaint has been passed to me to make a final 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Aviva acted in line with these requirements when it declined Mr S's claim.

Having done so, and whilst I appreciate it'll come as a disappointment to Mr S, I've reached the same outcome as our investigator.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr S has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

Mr S has said the damage was caused by accident. Mr S has accidental damage cover on his policy. In the policy, accidental damage is defined as:

“Damage caused suddenly and unexpectedly by an outside force. Accidental damage doesn't include breakdown or faults, or damage due to faulty workmanship or design.”

The policy also has a general exclusion, which is as follows:

“Faulty materials or workmanship – Damage caused by faulty or unsuitable materials, design or poor workmanship.”

I agree that workmanship isn't defined within the policy. It wouldn't be feasible to define every word in a policy. Where words aren't given a specific definition in the policy, the normal definition of the word would be applied. This is taken from the dictionary and is as follows:

“the degree of skill with which a product is made or a job done”

Whilst I don't think the contractor intended to pierce the membrane on Mr S's terrace when fitting the astroturf, I think the contractor has used the wrong tools for the job. So, I don't think it's unreasonable for Aviva to treat his work as poor/faulty workmanship. So, this means it's also not unreasonable for Aviva to rely on the above definition and exclusion to decline the claim. Mr S has said it wasn't construction or roofing work, it was a simple home improvement. Whilst I agree, I don't think this means poor/faulty workmanship can't apply. Had the workmanship been good, the waterproof membrane wouldn't have been pierced and no damage would have been caused.

I'm very sorry that my decision doesn't bring Mr S more welcome news at what I can see is a difficult time for him. But in all the circumstances I don't find that Aviva has treated Mr S unfairly, unreasonably, or contrary to the policy terms and conditions in declining the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 April 2026.

Anthony Mullins
Ombudsman