

## **The complaint**

Mr and Mrs S have complained that Aviva Insurance Limited (“Aviva”) unfairly declined a claim for damage due to a faulty drainage system which caused flooding at their property.

## **What happened**

In May 2025, Mr and Mrs S found their garden was extensively flooded. They contacted a drainage specialist to assess the problem and a report was issued. Mr and Mrs S also contacted their insurer, Aviva, and had repairs carried out at a cost of £5,200 to prevent escalating damage.

The drainage report confirmed that the system had been incorrectly installed when the previous owners of the property had their extension built, and was defective.

Aviva declined the claim and refused to reimburse the repair costs. It said the policy provided cover for any damage caused by a specified, one-off event – and that insured events were listed in the policy terms. It added that there was no evidence an insured event had taken place, so cover wasn’t available.

It also said that as the drainage specialist had attended and undertaken repairs to the underground drainage, Aviva was unable to validate the claim, as it had no evidence of the condition of the pipework before the repairs had been carried out. Again, this meant it couldn’t confirm whether the repairs were insurable under the terms of the policy.

Mr and Mrs S didn’t agree with Aviva’s decision, so they complained. In its final response to their complaint, Aviva said it maintained its position, as faulty installations and poor workmanship were not insured perils under the policy, and were specifically excluded.

But Mr and Mrs S didn’t accept Aviva’s response – so they referred their complaint to the Financial Ombudsman Service for an independent review. Our Investigator considered the complaint, but didn’t think it should be upheld. He said as there wasn’t any evidence that the damage had been caused by an insured peril listed in the policy terms, Aviva hadn’t declined the claim unfairly.

Mr and Mrs S didn’t agree with our Investigator, so the complaint has now come 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr and Mrs S and Aviva have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim, give appropriate information on its progress and not unreasonably reject a claim. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

And having considered what both parties have said, I'm satisfied the claim wasn't unreasonably declined. I realise this will come as a disappointment to Mr and Mrs S, but insurance policies aren't designed to cover every eventuality. An insurer will decide which risks it's willing to cover and set these out in the terms and conditions of the policy. The test then is whether the claim falls under one of the agreed areas of cover.

So I've checked the policy terms for what cover is provided under Mr and Mrs S's policy with Aviva. The policy says, under the "Buildings" section:

*"Our standard Buildings cover will protect you for loss of or damage to the buildings caused by any of the following things."* It then goes on to list the insured perils, which include Fire, Storm, Theft, and Subsidence, among other events.

The policy also says *"Cables, pipes, drain inspection covers and septic tanks you're responsible for which serve the buildings"* are covered for accidental damage.

Accidental damage is defined in the policy as *"Damage which has happened suddenly and unexpectedly from an outside force which can be identified"*. Aviva considered the claim under this section initially and also said it considered other sections of the policy such as the subsidence section.

However, the claim was declined because Aviva said the damage didn't appear to have been caused by a sudden and unexpected outside identifiable force. I don't find that assessment to have been unreasonable, as it was supported by the report issued by the drainage specialist, confirming that the problem was likely longstanding and ongoing.

The report said that there was no manhole or inspection chamber, which didn't comply with modern building regulations. The installation was said to have been poor, with no proper plastic to clay joints being used. It was described as one of the worst installations the specialist had ever seen.

It went on to say that the joins from gully to clay had all failed due to being incorrectly fitted, and that the connections had clearly been leaking for a substantial period of time. I'm persuaded by the detail in this report that Aviva hadn't unfairly concluded that the damage hadn't been caused by a sudden force.

Even if there had been an identifiable insurable event which caused the damage, the policy specifically excludes *"damage due to wear and tear, faulty workmanship or design"*.

I appreciate Mr and Mrs S's view that the damage couldn't have been foreseen by them, and that there was no sign of a defect or faulty workmanship until the flood occurred, but this doesn't mean the claim can be covered as there would still need to have been an insured event that caused the damage. Mr and Mrs S have said the failure of the underground drainage was sudden and not preventable. But I've seen insufficient evidence that the cause of damage was an outside, identifiable force, rather than faulty installation, or that any other insured perils occurred here, including subsidence.

As no insured event can be identified, I'm afraid I won't require Aviva to reconsider the claim. If Mr and Mrs S obtain any further evidence to support their claim, they should send this to Aviva in the first instance for its consideration.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S and Mrs S to accept or reject my decision before 30 May 2026.

Ifrac Malik  
**Ombudsman**