

The complaint

Mr M complains about Aviva Insurance Limited's ("Aviva") decision to decline his claim under his home insurance policy.

What happened

Mr M noticed damage to his lounge ceiling which he says was caused by water escaping through the tiles in his ensuite shower. He reported this to Aviva who arranged for an agent to attend Mr M's property to assess the damage and its cause. Mr M says, following this, Aviva agreed to cover the repairs to the lounge ceiling. Mr M says it was agreed with Aviva that, after his plumber started their work, if any additional damage was discovered, then Aviva would arrange a further inspection. Mr M says he reported additional damage to Aviva, in particular to the plasterboard below the shower tray and vinyl floor, and there was a damp area in the bedroom wall – and he sent Aviva photos showing this damage. Mr M says, despite this, Aviva didn't take the opportunity to arrange a further inspection prior to Mr M arranging the repairs to these areas. Aviva declined to cover the additional damage on the basis it had been caused by a long-standing issue. Mr M complained that Aviva's decision was unfair. He said the damage was similar to the damage caused to the lounge ceiling so it should also have been covered and that Aviva had made their decision on the basis of photos rather than arranging an agent to attend again to inspect the damage.

Aviva responded and explained, following Mr M's initial report, their agent attended and confirmed the settlement to cover the cost of repainting the ceiling in the lounge, however at the time Mr M chose not to proceed with the claim. They said Mr M contacted them again after discovering further damage in his ensuite. Aviva said they requested images to validate the claims however based on the images supplied it was felt that the damage discovered was not as a result of a one-off leak but rather a long-standing issue therefore they declined to provide cover for this.

Our investigator looked into things for Mr M. She thought Aviva hadn't acted unfairly in declining the claim. Mr M disagreed so the matter has come to me for a 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.

Having done so, I've decided not to uphold the complaint. I understand Mr M will be disappointed by this but I'll explain why I have made this decision.

My starting point is Mr M's home insurance policy booklet. This sets out the terms and conditions and, under the section 'General Conditions' it says, "*Your policy is intended to cover you against unforeseen events...It does not cover wear and tear or damage which happens gradually over a period of time.*"

Claim notes provided by Aviva show Mr M reported damage to his lounge ceiling following an escape of water. Aviva arranged for an agent to attend who assessed the damage and

established the cause as an escape of water from the shower tray. This led to Aviva making an offer to settle the claim in the sum of £445.43. Mr M decided not to pursue the claim at that stage as it would've led to a payment of £245.43 after deducting the excess – and Mr M was concerned about the impact of a claim on future premiums.

Mr M then contacted Aviva again a few weeks later to say his plumber had now dug into the ensuite and found further areas of damage. Mr M said, in view of the additional areas of damage, he now wanted to claim under his policy. Mr M asked Aviva to arrange for an agent to attend again to inspect the additional areas of damage before the repairs are completed. Mr M also attached photos showing the additional damage.

Aviva say the additional damage being claimed for by Mr M isn't consistent with a one-off escape of water event, and the photos provided by Mr M show evidence of mould which suggests a long-standing leak which has likely arisen from a gap in the tiles or failed grouting/sealant. I've seen the photos, and I'm persuaded by Aviva's view that the damage is consistent with a long-standing leak and therefore amounts to damage which has happened gradually over a period of time. The photos do show the presence of mould, so I'm persuaded the damage here is, more likely than not, something which has occurred gradually over a period of time. I also haven't seen any evidence to suggest this damage was attributable to a one-off event. So, I don't think Aviva have acted unfairly in declining Mr M's claim for the additional damage based on this exclusion.

I understand Mr M believes the cause of the additional damage is the same as for the damage to the lounge ceiling so the additional damage should also be covered. I do acknowledge Mr M's point, but the job sheet prepared by the agent shows the scope of work was to reinstate the lounge ceiling only. The job sheet does say the schedule has been prepared on the basis of a visual inspection only, and no work was carried out to open up areas to facilitate further investigation.

The information shows that further investigation work was then carried out by the plumber and this identified other areas of damage. It was then, and after Mr M provided photos, that Aviva took the decision this damage was caused by a long-standing leak. So, the information shows Aviva arrived at this view based on additional information rather than the findings following the agent's inspection. So, I don't think it's unreasonable that Aviva have declined the claim for the additional damage despite them initially agreeing to provide cover for the lounge ceiling.

Mr M also complains that, after discovering the additional damage and reporting it to Aviva, they didn't take the opportunity to arrange a further inspection. Mr M says he held off from instructing the plumber to start the repair work in the hope that Aviva would arrange a further inspection, but he couldn't continue to place a hold on the work so the plumber carried out repairs. Mr M says his concern was that if Aviva later say they require more evidence, then that evidence would no longer be available following the repairs. Aviva say they didn't send out an agent to carry out a further visit as they'd already identified there had been a leak. They said it was for Mr M to provide evidence to allow them to validate the claim for additional damage.

I do acknowledge Mr M's reasons for wanting an agent to attend again but it's clear an agent had already identified the cause of damage. I agree there was then additional damage identified later, but I don't think it was unreasonable in the circumstances, particularly given what the photos show, for Aviva to have based their decision to decline on these photos rather than arranging a further visit. I acknowledge Mr M says Aviva assured him they would review any further damage after the plumber started their work, but they then decided against this. I think Aviva have carried out a further review of the additional damage and,

although this was a desk-based review rather than a site inspection, I think that was reasonable in the circumstances.

I understand Mr M will be disappointed, and I acknowledge his reasons for why he believes the claim for the additional damage should be covered. But my role here is to decide whether Aviva have acted fairly and reasonably in declining the claim – and from the information I've seen, I think they have. I wish to reassure Mr M I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

My final decision

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 9 April 2024.

Paviter Dhaddy
Ombudsman