

The complaint

Mr and Mrs F complain Aviva Insurance Limited unfairly declined their home insurance claim.

The policy is in the name of Mr and Mrs F. Mr F has been the main contact for the claim and complaint. So in this decision, for ease, I've referred to just Mr F. He's been represented at points for the claim and complaint. For simplicity I've referred to the representative's actions as being Mr F's own.

What happened

In June 2023 Mr F discovered damage to his property – including movement to a wall. He called Aviva to claim against his home insurance policy. But it declined his request for assistance. It didn't feel the cause of damage was likely to be one covered by Mr F's policy. But it said it would consider supporting evidence from a relevant expert.

As the damage was progressive Mr F involved the fire brigade and local authority. He was advised not to use a part of the property. He and his family moved to alternative accommodation.

Mr F complained to Aviva, but it didn't change its position. It said his policy covered his property for a range of insured events. It explained it hadn't been advised of the potential cause, nor could it attribute it to any insured one. So it had correctly, in its view, made the decision to decline the claim. Aviva said it is Mr F's responsibility to substantiate his claim. Finally it explained that if he provided a report confirming the cause of damage being an insured one it would reconsider its position.

Mr F wasn't satisfied so came to this service. He feels Aviva's negligent handling of the claim, including its failure to investigate the cause of damage, is responsible for financial loss and significant distress for himself and his family. To resolve his complaint he would like Aviva to cover his losses and pay compensation for pain, suffering and discrimination.

Our Investigator didn't feel Aviva had acted unfairly or unreasonably by not accepting the claim. She said it had requested he provide supporting evidence on numerous occasions, but Mr F hadn't done so. She didn't agree Aviva had discriminated against him. As he didn't accept that outcome the complaint was passed to me for 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr F and Aviva provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything provided.

I've first considered Aviva's decision not to investigate the damage. As Aviva has said Mr F's property is insured against various events or cause of damage. In general with insurance the onus is on the policyholder to show that an insured event is most likely the cause of damage or loss.

Often in practice the policyholder won't need to do that. If it seems to the insurer that a loss could be covered it will consider the claim – including making its own investigations to decide whether an insured event caused the damage.

In this case, when Mr F initially made the claim, Aviva decided not to investigate the damage itself. Instead it asked him to provide supporting evidence. It didn't feel, based on the information Mr F provided, that it was likely caused by an insured event. Having considered the information he provided then, and since, I can't say that was an unfair or unreasonable decision.

Due to its technical nature, if there was a reasonable indication of subsidence, I'd expect Aviva to undertake investigations. Mr F did refer to cracks. But his main description was of bowing. That's not something, in my experience, that's typically associated with subsidence.

Aviva suggested Mr F provide a relevant report to support the cause being an insured one. As far as I've seen he hasn't provided anything persuasive so far. He's provided his own account of why he feels subsidence to be the likely cause. But he hasn't provided anything from an expert to support what he says.

Mr F did commission a structural engineer. I haven't seen their report, but as far as I'm aware they didn't find subsidence, accidental damage or any other insured event to be the likely cause. A local authority surveyor has also been involved. But Mr F hasn't provided anything from them to support the cause being an insured one. So I can't say Aviva's decisions to decline the claim and not to undertake further investigations of its own are unreasonable.

If Mr F does pay for his own report, I'd expect Aviva to respond to its contents – including undertaking its own investigations if appropriate. And if the evidence resulted in a change in the outcome of the claim, I'd expect Aviva to reimburse the cost.

Mr F's unhappy that Aviva didn't provide assistance when he reported his home to be unsafe - including with temporary accommodation. I accept it was a distressing time for Mr F and his family. However, I wouldn't expect Aviva to provide such assistance where the loss hadn't been shown to be one that's likely covered by his policy

Whilst Mr F's had a difficult time I can't say Aviva's at fault for that. Essentially its for him to show his loss is one likely covered by his policy. He hasn't done that. Aviva's been willing to consider further evidence, having made reasonable requests for it.

Mr F's mentioned a medical condition, feeling Aviva's discriminated against him directly and indirectly. He's referred to an unprofessional, uncaring attitude towards him. I haven't seen anything to persuade me that he was treated unfairly. As I've already set out, I don't feel it acted unreasonably by deciding not to investigate the damage itself or to provide assistance. But I hope it helps Mr F to know that someone impartial and independent has looked into his concerns.

I realise this will be frustrating for Mr F, but for the reasons given above, I'm not going to require Aviva to settle his claim or to do anything differently.

My final decision

For the reasons given above, I don't uphold Mr and Mrs F's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 16 January 2024.

Daniel Martin
Ombudsman