

## **The complaint**

Mr R complains about Aviva Insurance Limited and their decision to decline the claim he made on his insurance policy after he discovered extensive water damage in his caravan.

## **What happened**

Mr R owned a caravan on a caravan park. And he held a caravan insurance policy, underwritten by Aviva, to cover his caravan which he rented out as a holiday home. Aviva instructed an agent to handle claims and complaints on their behalf. As this agent was working for Aviva, I will refer to any actions taken, or comments made, by Aviva or their agent as “Aviva” throughout the decision.

Unfortunately, in December 2022, an employee at the caravan park noticed water flooding from the underside of Mr R’s caravan. They made Mr R aware of this and, after further inspection, significant water damage was found within the caravan itself which required substantial repair. So, Mr R contacted Aviva to make a claim on his policy.

Due to the extent of the damage, Aviva instructed a third-party loss adjustor, who I’ll refer to as “S”, to inspect the caravan and produce a report. This report was provided to Aviva in early April 2023, explaining that S had consulted a caravan specialist who stated the level of damage would only have been caused with the stopcock left on.

So, based on this information, Aviva declined the claim. And they referred Mr R to the terms and conditions of the policy which explained any claim for water damage caused when the stopcock was left on would be excluded. Mr R was unhappy with this decision, so he raised a complaint.

Mr R didn’t think the decision was fair, as he was sure he’d turned the stopcock off as the policy stipulated. He thought the stopcock had most likely been turned on by someone else at the caravan park, likely children, and he didn’t think it was fair to hold him responsible for this. So, he wanted Aviva to reverse their decision and accept the claim.

Aviva responded to the complaint and didn’t uphold it. They thought their decision to decline the claim was fair, based on the policy terms and conditions considering the volume of water that would’ve been needed to damage the caravan to the extent it had. So, they didn’t think they needed to do anything more. Mr R didn’t agree, and he expressed his belief the damage was caused due to the way Aviva had handled a previous claim. But Aviva explained the previous claim related to an entirely different leak in a different location. So, their position remained the same. Mr R remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn’t uphold it. They thought Aviva were fair to rely on the findings of S’ report, which confirmed the stopcock was most likely left turned on. And, that it showed no sign of being tampered with. So, our investigator thought Aviva had acted fairly when declining the claim, based on the exclusion included within the policy terms. Because of this, they didn’t think Aviva needed to do anything more.

Mr R didn't agree. He maintained his position that he had turned the stopcock off. And so, he didn't think Aviva were fair to rely on the policy exclusion and decline the claim. As Mr R didn't agree, the complaint has been passed 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr R. I recognise Mr R held the policy, underwritten by Aviva, to help assist him both practically and financially in a situation such as the one he found himself in. So, when Aviva made Mr R aware they wouldn't be accepting his claim, and he was left in a position of needing to cover the cost of substantial repairs himself, I can understand why he'd be left feeling upset and frustrated. I also recognise how this would likely be made worse when Aviva made Mr R aware they were relying on an exclusion centred around the stopcock not being turned off, when Mr R believed he had indeed turned it off as per the policy requirements.

But for me to say Aviva should do something more, such as reverse their original claim decision, I first need to be satisfied they've done something wrong. So, I'd need to be satisfied Aviva failed to act within the terms and conditions of the policy when declining the claim. Or, if I think they did act within these, I'd need to be satisfied Aviva acted unfairly in some other way. And in this situation, I don't think that's the case.

Before I explain why I've reached this decision, I think it would be useful for me to set out what I've been able to consider, and how. It is not my role, or the role of our service, to re-underwrite Mr R's claim as we do not have the expertise to do so. Instead, my role is to consider the actions Aviva have taken and decide whether they were fair and reasonable. And to decide this, I've thought about what I think another insurer would most likely have done, in the same situation.

I've seen the terms and conditions of the policy Mr R held. And these confirm that Aviva provided cover for "*Escape of water or oil from water tanks, pipes, equipment or fixed heating systems*" as well as "*Water freezing in tanks, equipment or pipes*". In this situation, the escape of water was caused due to a burst heating exchanger within the boiler. So, based on the terms above, I do think the event that led to the leak was covered by the policy.

But, crucially, the policy goes on to explain that Aviva "*will not cover loss or damage in respect of any caravan which is empty or not in use during the period from 31<sup>st</sup> October until 1<sup>st</sup> March in respect of escape of water from any tank apparatus or pipe unless the main stop to the caravan is turned off*".

In this situation, the leak itself was noticed by a caravan park employee, as the caravan itself was empty. And the leak was noticed in December 2022, within the time frame stipulated within the term above. So, I think the policy makes it reasonably clear that, in the circumstances of Mr R's leak, Aviva wouldn't cover a claim for any loss or damage if the stopcock isn't turned off.

I note Mr R says he did turn the stopcock off, and drain the system, before leaving the caravan empty. But I've seen S' report, which confirms after speaking to a caravan specialist

that the volume of water required to damage the caravan to such an extent would only have been present if the stopcock had been turned on.

As Aviva appointed S to inspect the caravan to make a determination on the most likely cause of the damage, and S themselves spoke to a specialist who confirmed the stopcock would've needed to have been on, I don't think I can say Aviva were unfair or unreasonable to rely on the findings of the report S provided.

And, based on the findings of the report, I think it's clear S felt the stopcock was most likely left turned on. So, because of this, I think Aviva acted within the terms and conditions of the policy when declining the claim. And I think they acted fairly when reaching this decision, as they relied on expert opinion which I think any other insurer would've most likely done in the same situation. So, I don't think they need to do anything more on this occasion.

I understand this isn't the outcome Mr R was hoping for. And I want to reassure Mr R I've considered his testimony regarding the stopcock at length. I don't doubt Mr R believes with certainty that he turned the stopcock off. And I can understand why Mr R may feel someone else could've turned the stopcock back on, considering it was accessible freely from outside the caravan. But I don't think this means Aviva have done something wrong that means they should accept the claim.

I'm satisfied Aviva did take Mr R's concerns seriously, as I can see they asked S to comment on Mr R's belief the stopcock had been turned on by someone else. And this is what I would've reasonably expect them to do.

I've seen S confirmed this could've happened, but I've seen S also confirmed the stopcock didn't appear to be tampered with. And S provided their own logic about Mr R's explanation regarding children, as they explained they would've expected other stopcocks to have been turned on within the same vicinity and this wasn't the case. So, while I do recognise the financial impact this decision will have on Mr R, I don't think I can say Aviva have done anything wrong when declining the claim on this occasion.

### **My final decision**

For the reasons outlined above, I don't uphold Mr R's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 September 2023.

Josh Haskey  
**Ombudsman**