

The complaint

Mr A has complained that Aviva Insurance Limited trading as Quotemehappy.com (Aviva) unfairly declined a claim under a home insurance policy.

What happened

Mr A contacted Aviva to make a claim when he found a split in his oil tank. Aviva inspected the tank and declined it. It said it was for Mr A to prove his loss and it hadn't received evidence the damage had been caused by an impact.

When Mr A complained to this service, our investigator didn't uphold the complaint. He said Aviva considered Mr A's suggestions of how the damage might have happened, but didn't think these were the cause. He said it was reasonable to rely on its own expert's opinion and decline the claim.

As Mr A didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

Aviva declined the claim because it didn't think the damage was caused by an insured risk covered by the policy. Looking at the policy, from what I've seen, there were two insured risks that might be relevant to this claim.

The first was a storm. Mr A has said that the fence around the tank knocking against the tank was likely to be the cause. Aviva considered this and decided that because of the location and height of the fence, this was unlikely to be the cause. I think that was reasonable in the circumstances.

The other part of the policy that might be relevant was where damage to the building was caused by it:

"Being hit by:

- aircraft or other flying objects, or anything falling from them;*

...

- falling trees or branches."*

Mr A thought a branch from a tree might have hit the tank. Aviva didn't identify any trees close enough to have caused the damage or any indentations in the tank. I'm aware Mr A has provided photos of the trees around his property and that he disputes that there are no nearby trees. However, I still haven't seen evidence that a branch was likely to have hit the tank. I don't think the location of the trees showed that a branch hit the tank and I've seen no evidence that Mr A provided Aviva with evidence of a branch near to the tank and, even if

there was one, Aviva still didn't find evidence of an indentation caused by a branch. So, I think it was reasonable that Aviva decided the damage wasn't covered by this part of the policy.

I'm aware Mr A also disagrees with Aviva saying the damage was likely to be the result of wear and tear, which was an exclusion under the policy. Where there isn't evidence to show damage was likely to be the result of an insured event, an insurer doesn't need to apply an exclusion, it can just decline to deal with the claim. So, even though Mr A disputes that the damage was the result of wear and tear, this doesn't persuade me that Aviva was unfair when it decided to decline the claim.

When Aviva responded to the complaint, it explained that it was for Mr A to prove his loss. When a policyholder makes a claim, it is for them to show that what they are claiming for was an insured risk under the policy. Insurers will often send a surveyor to assess the damage, as was the case here, but they don't have to keep investigating in order to find the cause of the damage. In this instance, Aviva considered what Mr A said was the likely cause of damage and considered its surveyor's findings. In the circumstances, I think it was reasonable for Aviva to rely on its expert's findings and to decline the claim on the basis the damage wasn't caused by an insured risk.

So, having thought about all of the above, I don't uphold the complaint or require Aviva to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 October 2023.

Louise O'Sullivan
Ombudsman