

The complaint

Mr S is unhappy that Aviva Insurance Limited turned down a claim for storm damage under his building insurance policy.

What happened

Mr S contacted Aviva to make a claim for storm damage to his boiler. He said that during torrential rain water overflowed the guttering and entered the boiler through an external flue. He wanted Aviva to cover the cost of calling out a plumber to deal with the damage. However, Aviva turned down the storm damage claim as it didn't find that there were storm conditions when water leaked into the boiler and the positioning of the external flue was unlikely to have allowed water to enter. However, it agreed to pay £312 as it couldn't rule out that, for non-storm related reasons, water had been retained within the condensate pipe.

Mr S complained to Aviva and provided a report from a plumber about the damage to the boiler. Aviva considered this and maintained its decision to turn down the claim for storm damage.

Mr S complained to this service. Our investigator upheld the complaint. He said that there were severe rain or storm conditions in the area and that the boiler hadn't had any problems since this incident. He said that Aviva should pay the cost of the boiler repair.

As Aviva did not agree, the complaint has been referred to me.

I issued my provisional decision on 28 September 2020. In my provisional decision, I explained the reasons why I was planning not to uphold the complaint. I said:

When we look at a storm claim complaint, there are three main issues we consider:

- 1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. is the damage claimed for consistent with damage a storm typically causes?*
- 3. were the storm conditions the main cause of the damage?*

We're only likely to uphold a complaint where the answer to all three questions is yes.

Looking at the first question, weather data for the area doesn't indicate that there were storm conditions at the time that this incident happened. However, I have read a local news report for the day of the incident that said that there was torrential rain and flash flooding in some parts of the area. So, I don't rule out that there were storm like conditions on the day, although I reserve judgment on this point.

The next issue is whether the damage was typical of damage caused by a storm. Mr S provided a report from the plumber he called out. This said:

“On arrival to site found water leaking from heating boiler. Heating boiler re-filled and no internal leak found. Water could only have entered boiler from outside source, possibly from gutters overflowing or rainwater pipes to condense drainage pipework.”

The report also noted that there were heavy flash floods in the local area on the day in question.

I've also considered the assessments carried out by Aviva. The first assessment said that it was highly unlikely that rainwater from a gutter would fall vertically and then travel through 90 degrees and travel within the flue outlet to the inner chamber of the boiler. The rainfall patterns were also at a normal level and not of the ability to prevent the gutters from coping. It was possible for water to be retained in the condensate pipe, sometimes caused by a blockage in the pipeworks. Photographic evidence also suggested internal progressive rust, indicative of potential wear and tear, suggesting the boiler might have reached the limits of its capability. Aviva also quoted parts of the service record to support this. Whilst Aviva thought the most likely cause was aged parts, and although there wasn't any evidence to support a blockage in the pipework, it was unable to exclude water retained in the condensate pipe as the cause. It therefore suggested accepting an element of the claim, paying a proportion of the costs.

When Mr S asked Aviva to review its decision, it carried out a further review. Aviva's surveyor said that the flue was located in a sheltered area and large foliage nearby would reduce the ability for wind to drive rain water into the flue. Mr S's plumber was present during the surveyor's visit and the surveyor commented that the plumber had said that water was still coming through the system when he arrived, but that the rain had stopped, and that when he looked through the system, he couldn't find a leak. The surveyor also commented that the plumber had also said that in over 25 years, he had only seen one other case where rain had entered via the flue. The surveyor said that he had seen no cases of this type. The weather data also didn't indicate a storm and there wasn't an increase in storm claims due to severe rain during that period.

Having thought about this, I'm currently of the view that I don't think this damage is typical of a storm. A properly angled flue pipe shouldn't normally allow rain water in. Even if I factor in that there might have been torrential rain, I still don't think that this would typically result in water entering a flue pipe. I'm also mindful that for it to have done so, there would most likely have needed to be strong winds as well in order to change the direction of the rain as it fell or if it overflowed from the gutter above, but I haven't seen evidence of this. Aviva's surveyor also assessed that due to the location of the flue pipe there was unlikely to have been sufficient wind to blow the water into the pipe. It also seems that the surveyor, and based on the surveyor's account of what Mr S's plumber said, was of the view that water entering the pipe through the flue would be a very rare occurrence, and therefore not typical. This isn't to dismiss what Mr S's plumber himself said, which was that an external source was likely to be the cause, but it still doesn't persuade me that damage caused in this way is typical. So, thinking about this point, in my view, this type of damage isn't typical of a storm, so I think the answer to this question is no.

Looking at the final question, on whether storm conditions were the main cause of the damage, given I've already said that I don't think that the damage is typical of a storm, I also currently think it's more likely than not that the main cause of the damage was something other than a storm. Aviva has said that it might have been due to water retained in the condensate pipe and offered to make a payment to Mr S on this basis. Although I don't think that it is conclusive that this was the cause, and I note that Aviva didn't think this either, I think that Aviva gave credible reasons for why it thought this could be the case. I think it also gave a credible alternative reason, aged parts, but chose to give Mr S the benefit of the

doubt and offered to make a payment to him based on the possibility of the condensate pipe being the cause.

So, thinking about all of the above, I currently think it was reasonable for Aviva to turn down the claim for storm damage because I don't think there was sufficient evidence to show that a storm was the cause of the water entering the boiler. So, I don't currently intend to uphold this complaint or to require Aviva to take any further action.

I asked both parties to send me any more information or evidence they wanted me to look at by 28 October 2020.

Mr S said the boiler hadn't been problematic before and that he didn't think it was coincidental that the issue started at the time of a torrential downpour. He said this was a straightforward issue and that Aviva was just shirking its responsibilities. He said that there were times when a combination of heavy rain and strong winds created water penetration and this appeared to be a classic case. He said Aviva was relying on conjecture.

Aviva didn't provide any comments.

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.

I am aware that Mr S feels very strongly about this matter and I understand his reasons for this. However, the weather data for the day in question doesn't show that there were storm conditions. I've read a news report that suggested that there was heavy rain locally, but that still doesn't show me that it was of such intensity that it was a storm. When Aviva assessed the claim it found that a highly unusual set of circumstances would have needed to take place for water to enter the boiler in the way Mr S said he thought it had happened. Aviva also assessed the condition of the boiler after the incident and provided a credible explanation for how it thought the damage happened, which wasn't as the result of a storm.

So, on that basis, I think it was reasonable for Aviva to turn down the claim. As a result, I don't uphold this complaint or require Aviva to do anything further.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 26 November 2020.

Louise O'Sullivan
Ombudsman