

The complaint

Mr S has complained that Aviva Insurance Limited (Aviva) unfairly declined a claim under their home insurance policy.

What happened

Mr S contacted Aviva to make a claim for storm damage. Aviva assessed the claim and declined it on the basis of gradual deterioration and wear and tear.

When Mr S complained, Aviva maintained its decision. So, Mr S complained to this service. Our investigator upheld the complaint in part. He said although it was fair for Aviva to decline the claim, it took many months to reach its decision. He said Aviva should pay £150 compensation and provide a written apology.

As Mr S didn't agree the claim had been fairly declined, 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.

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.

I've looked at the weather conditions around the time of the claim and these show windspeeds of up to 64mph. These would be considered storm speed winds under the terms of the policy. I also think a storm could cause damage to a roof, including damage to ridge tiles. So, I think the answer to the first two questions is yes.

So, I've thought about the third question on the main cause of the damage. I've looked at the surveyor's report and the photos. I've also seen photos that were provided by Mr S as part of the claim. The claim was declined because the surveyor found age-related deterioration along the ridge mortar line. I've seen a photo of the ridge tiles, which showed a missing ridge tile and issues with the mortar. So, I think it was reasonable that the surveyor concluded there were pre-existing issues with the mortar line. The policy didn't cover gradual deterioration, so I think it was reasonable that Aviva didn't deal with the roof.

Mr S also said the ridge tile had pierced a flat roof allowing water to enter his property and damage a ceiling. By the time the surveyor visited, which I'm aware was a few months after the damage was found, the surveyor said the flat roof had already been replaced. I've seen a photo of the previous roof with a ridge tile sat on it. A split isn't visible, although I'm aware

Mr S has explained how the split was found. There are also signs of patching to the flat roof. Aviva reviewed this photo again while the complaint was with this service but didn't find any evidence of storm damage to the roof or that there was cover under the policy. I think that was reasonable in the circumstances.

There was also internal damage. Aviva assessed this and didn't find evidence this was the result of a one-off storm incident. It also considered whether there might be other cover under the policy. However, Mr S didn't have extended accidental damage cover. So, Aviva declined this part of the claim. In the circumstances, I think Aviva acted reasonably in how it assessed the claim.

There were a range of delays in how the claim was dealt with. Aviva has described the volume of claims it was dealing with due to the storm conditions. I can understand that this might have caused some delays, but it took about four months for a surveyor to visit to assess the claim. I think this will have caused Mr S inconvenience and concern about when he would find out whether his claim would be covered. Mr S also said he wanted an apology. Our investigator said Aviva should provide Mr S with a written apology and Aviva agreed to do this. So, I think Aviva should pay Mr S £150 compensation for the impact on him of how his claim was dealt with and provide him with a written apology.

Putting things right

Aviva should pay £150 compensation and provide Mr S with a written apology.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld in part. I require Aviva Insurance Limited to pay Mr S £150 compensation and a written apology.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 25 April 2023.

Louise O'Sullivan
Ombudsman