

The complaint

Mr and Mrs W have complained about their property insurer Aviva Insurance Limited because it declined their claim for storm damage to the roof of their home.

What happened

Mr and Mrs W were at home on 26 April 2022 when they heard a loud noise, they investigated only to find all the hip tiles which had covered the join in their roof (with their neighbour's property) had slipped down the roof and fallen to the single storey flat roof below. The flat roof was also damaged. Whilst investigating Mr and Mrs W also noted another hip tile from the rear corner of their home was missing – this was later found by a builder towards the front of the flat roof of the two-storey side extension to the home. But the flat roof hadn't been damaged. A claim was made to Aviva.

Aviva declined the claim as there had been no storm in April 2022. But Mr and Mrs W pointed to a storm in February 2022. They felt this could have been the only thing to cause the corner hip tile to be ripped from its seating and deposited at the front of the flat roof. But they also thought the hip tiles on the roof join (on the rear roof face) had likely been dislodged in this storm too, only to have fallen at this later date. Aviva considered their claim further but noting their builder intended to replace the tiles on the join with a different system, felt this indicated the previous one had likely failed or been inadequate. It also felt it was difficult to accept that the tiles had remained in place for so long if they were damaged by the storm. So it declined the claim.

Mr and Mrs W complained to the Financial Ombudsman Service. They said they wanted their repair costs reimbursing.

Our Investigator felt Mr and Mrs W's builder's evidence that storm had caused the damage, was more persuasive than Aviva's. So she felt it should consider the claim in line with the remaining terms and conditions of the policy.

Aviva said it disagreed with that outcome. It indicated it was satisfied that the point the tiles fell meant the storm, some two months earlier, likely couldn't have been the cause. The complaint was passed to me for an Ombudsman's review.

I felt the complaint should be upheld. I took into account Mr and Mrs W's invoice for repairs which was shared with Aviva. I felt Aviva should be recording two claims and reimbursing the invoice cost less two excess sums, but plus interest, to Mr and Mrs W. I issued a provisional decision to share my view with both parties.

Aviva did not reply to my provisional decision. Mr and Mrs W said they agreed with it and had nothing further to add.

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.

My key provisional findings were:

"I intend to make Aviva pay the invoice, so if it has any particular concerns about it, it should flag those straightaway so I can consider them. But Mr and Mrs W should be aware that my findings are not limited to a claim for storm. Rather I think this damage needs to be covered by Aviva as one claim for storm and one for accidental damage. That will mean two claims will be logged and two policy excesses will be deducted from the total of the repair invoice.

There was definitely a storm in the area of Mr and Mrs W's property in February 2022. But not in April 2022. I think tiles falling from a roof is definitely damage typically caused by a storm.

I am satisfied that the corner hip tile was likely damaged by the February storm and, likely because of where it landed, it just wasn't noticed until April 2022. The position the tile had been in on the roof and where it landed can only be logically explained by strong storm winds – the like of which occurred in February 2022. And I note Aviva hasn't commented on this tile at all. So I think it's fair to say that replacing it, should be covered under storm.

With that tile having been subject to storm damage I'm also prepared to consider that the bottom tile, which holds all of the other hip tiles in place, all behind a metal stopper embedded in mortar, could have been dislodged somewhat by the storm too. However, with it being wedged by the weight of the tiles above it and the metal stopper in front of it, it didn't actually fall at that time. And for two months this tile and the rest behind it remained in place. So I do think Aviva has a point when it said the tiles falling in April 2022 can't fairly and reasonably be said to have been damaged by the storm which occurred two months earlier – the passage of time alone reasonably precludes that.

Importantly though, Mr and Mrs W's policy includes cover for accidental damage. And I think the slipped row of hip tiles and the damage to the single storey roof below can be covered in that respect. The policy defines accidental damage as sudden, unexpected and physical damage. I think it's clear that this situation fits that definition. The policy also says it has to be from an external identifiable source and not on purpose. There's nothing to make me think this happened on purpose.

The external identifiable source bears more comment. Clearly the tiles hitting the flat roof would meet that part of the definition. Aviva though might argue that we simply don't really know how the tiles came to fall from the roof. But, on this occasion, I reasonably bear in mind that the main fixing point for the line of tiles – the metal stopper embedded in mortar – remains in place and in good condition. Verified by Aviva's loss adjuster. Something, although it isn't clear what, happened to cause the tiles to be dislodged from that stopping point such they could all slide down the roof and on to the flat roof below. And Mr and Mrs W can't reasonably watch their roof the whole time. This, I think, is a situation where it would be unfair to say the claim reasonably fails just because it isn't known for sure what the external force was which caused the tiles to fall. Particularly as that external force might only needed to have been the last breath of wind necessary to finally dislodge the bottom tile from behind the stopper.

I note Aviva's concern that a different system in replacement might suggest these tiles had been failing over time. But I'm not convinced by that assumption. There are many reasons why a contractor might suggest implementing something else. And something different doesn't necessarily mean betterment occurs or a greater cost will be incurred.

I think, on balance, Aviva reasonably needs to settle with Mr and Mrs W for repair of this damage. The repair cost detailed in Mr and Mrs W's invoice is £1,800 with no VAT detailed. The invoice only details replacing the hip tiles – although Mr and Mrs W confirmed that the corner tile and the flat roof were fixed by that contractor within that price. They've explained that, once inspected one of the flat roofs wasn't actually damaged. It's not ideal that the invoice doesn't detail all the work, but I don't think the cost detailed is unreasonable. Two excesses, as I've explained, can be deducted from this sum. I'll require Aviva to add interest. And the sum paid to Mr and Mrs W can be split to record half each against the storm and AD claims. Based on the limited detail available I think that is a fair way to resolve this matter. And I won't award compensation. Mr and Mrs W have clearly had to challenge Aviva – but they were able to get the work done and I don't think they've been caused too much distress and inconvenience."*

As Aviva did not reply and Mr and Mrs W have accepted my provisional decision, I've no need to add to or change my findings. My provisional findings are now those of this, my final decision.

Putting things right

I require Aviva to pay Mr and Mrs W £1,500 being their invoice cost for repairs less two policy excesses of £150 each, plus interest* from the date of loss until settlement is made. Aviva can record two claims against the policy (one for storm and one for AD) and split the settlement amount paid equally between each.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Aviva to take off tax from this interest. If asked, it must give Mr and Mrs W a certificate showing how much tax it's taken.

My final decision

I uphold this complaint. I require Aviva Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 11 September 2023.

Fiona Robinson
Ombudsman