

The complaint

Miss I's complaint is about the handling of a claim under the home emergency section of her home insurance policy with Aviva Insurance Limited.

Aviva is the underwriter of this policy, *i.e.* the insurer. Part of this complaint concerns the actions of the agents it uses to deal with claims on its behalf. As Aviva has accepted it is accountable for the actions of the agent, in my decision, any reference to Aviva includes the actions of the agents.

What happened

On 4 August 2023, Miss A contacted Aviva as she had found her roof was leaking after some heavy rain.

Aviva arranged for a roofing contractor to attend on 7 August 2023. Miss A says the contractor didn't inspect the roof but told her the claim would not be covered. Miss A says she asked him to look at the roof and after he did so, told her again it would not be covered as the roof had not been installed properly.

Miss A says the roof was only six years old and this caused her a great deal of concern. She arranged for two roofing contractors to look at her roof, who both told her the roof was installed properly but there were a few broken tiles and the tray under the tiles (which conducts water to the gutter) was moved to one side due to the wind. Miss A paid £225 for the roof repairs, which she wants reimbursed. Miss A also says that Aviva's contractor should at least have put tarpaulin over the roof to stop any further damage and his statement that the roof was installed incorrectly was wrong. She therefore also wants compensation for the unnecessary stress this caused her.

Aviva accepted that based on Miss A's roofer's invoice there were some broken tiles, so says its contractor should have covered the roof with tarpaulin. However, Aviva says that this is all that would have been covered by the policy, as a temporary measure while Miss A organised her own permanent repairs. Aviva did not therefore agree to reimburse the cost of the repairs.

Miss A remained unhappy with this and referred her complaint to this service. She says the failure to put up a tarpaulin meant the internal damage to her home was worse and she wants Aviva to reimburse her the sum of £150, which she says she paid for redecoration works.

Aviva says the roof was repaired a day after it attended and the weather reports show there was no rainfall in the vicinity of Miss A's house on 7 and 8 August 2023. It does not therefore accept that the failure to put tarpaulin on the roof made the damage (which was already present when she reported the claim) worse.

Aviva also asked its contractor for his comments on the invoice Miss A provided and why he had not put a tarpaulin up. The contractor said there were no broken tiles when he inspected the roof and that putting tarpaulin over the affected area would have trapped the water that

had got under the tiles and would not therefore have helped and could have made the matter worse. The contractor also said that Miss A's roofer's invoice said he had installed eaves trays, which would have extended the felt/drip tray into the gutters; and any broken tiles could have been replaced without installing eaves trays. The contractor therefore says this confirms his opinion that the roof felting was incorrectly installed.

Aviva says that while there is a dispute about whether there were broken tiles or not, replacement of broken tiles is not covered under the policy and there is no evidence its contractor did not act reasonably. It does to therefore accept it needs to do anything further.

One of our Investigators looked into the matter. He did not think that Aviva needed to do anything further. While tarpaulin should have been put up, the Investigator says that the failure to do so has not made any difference and there is no cover for the repairs that were needed. The Investigator also said that when Miss A first reported the leak, she told Aviva that water was running down the internal wall, so there was already internal damage. The Investigator said Aviva was only obliged to put tarpaulin up and there was no convincing evidence that its failure to do so on 7 August 2023 caused any additional damage, given the weather reports provided by Aviva.

Miss A does not accept the Investigator's assessment. She says Aviva was contractually bound to put a tarpaulin on, which it failed to do, so it should pay her damages and costs.

As the Investigator has been unable to resolve the complaint, it has been passed 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.

Miss A's policy provides emergency cover for specified events that might happen to the home, in order to prevent further damage. The relevant part of Miss A's policy says:

*"Home emergency cover provides you with assistance for a sudden and unforeseen event such as [...]
• Damage to roofing and external windows or doors."*

As stated, the policy is intended to cover work required to prevent further damage to the property, rather than permanent repairs. So the cover for roof damage is limited and the policy says it will cover:

"Use of tarpaulin to protect the property in the event of damaged roofing".

This means that the most that the policy covers in the event of a leaking roof is placing of tarpaulin to stop further damage. This does not, however, mean that tarpaulin must always be put up. Only that this is the extent of the temporary emergency repair that Aviva is obliged to carry out, if it would stop or mitigate the emergency.

Miss A's roofer installed eaves trays and replaced three broken tiles. This was a permanent repair, beyond the cover provided by the policy, so I do not think Aviva has acted unfairly in refusing to reimburse this cost.

Miss A says Aviva's contractor was incorrect to say the roof was not installed correctly and this caused her unnecessary upset.

Aviva's file says its contractor erected a scaffolding tower to inspect the roof. He said the tiles were intact but water was going into the soffit, rather than the gutters, due to wrong installation. The contractor says there was no temporary repair to be done and that Miss A would have to go back to the original roofer to get her own roofer to do a permanent repair. He said:

"The installation of the roof means that any moisture or condensation OR rain from broken tiles runs down the felt and drops into the soffit which is a wooden or plastic boxing on the outside of the roof.

We couldn't find any damage to any of the tiles that could be letting water in that could be rectified or Tarpaulin offered."

I can see Aviva's contractor took photos, which show the defect he refers to. I have also considered the invoice Miss A has provided from her roofer. This says he supplied and installed eaves trays. Miss A's roofer did not state that the existing trays were damaged or moved by winds but instead that he has supplied and installed eaves trays. Aviva's contractor said these will have extended what was originally installed, so that the water is channelled into the gutters, rather than the soffits, and therefore this rectifies the installation problem that he identified.

Having considered all the evidence provided to me, I do not think there is sufficient evidence to establish that Aviva's contractor was incorrect in his diagnosis. While having to deal with a roofing issue is stressful, I am not persuaded he caused any undue distress or inconvenience to Miss A.

Aviva's contractor also says putting a tarpaulin up was not necessary but Aviva accepts that it should have put tarpaulin up, as there is evidence from Miss A's roofer that there were some broken tiles. However, it says the failure to do so did not make any difference to the extent of the damage to Miss A's property.

With regard to the internal damage, I note that Miss A reported water running down an inside wall when she first contacted Aviva. The claim was reported on a Friday and Aviva attended on the next working day, which was 7 August 2023. The policy does cover emergency situations, so there is a reasonable expectation that the insurer will attend within a reasonable time. I do not think this was unreasonable overall, in the circumstances. Miss A reported water running down the wall inside her property, while there was rain. There's no evidence of further rain after Aviva attended and before the repairs were carried out by Miss A's contractor. I do not therefore consider that Aviva is responsible for any of the internal damage to Miss A's home. Therefore, even if it should have put a tarpaulin up, I do not think it made a difference to Miss A's position; she would still have had to have the roofing repairs and redecoration work done. I do not therefore consider that Aviva needs to pay towards the redecoration work or make any other payment to Miss A.

My final decision

I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 27 February 2024.

Harriet McCarthy
Ombudsman