

The complaint

Mr B has complained that Aviva Insurance Limited unfairly declined a claim under his home insurance policy for storm damage. He's also unhappy about the way it handled his claim.

What happened

On 22 July 2023 Mr B made a claim to Aviva after he found a small leak in his garage ceiling. The garage has a flat roof. Unfortunately, Aviva didn't instruct its agent to inspect the damage due to a technical fault. That was discovered on 28 July when Mr B chased Aviva. The agent carried out a survey on 1 August. Mr B says there was heavy rain in the intervening time which caused more damage.

Aviva said there was neither heavy rain nor storm force winds in the month before the claim was made. It also found no record of heavy rain between the claim being made and the inspection. Its agent reported that the roof had gradually deteriorated over time and hadn't been damaged by a storm.

Aviva declined the claim. It apologised for the delay in sending its agent out and offered Mr B £50 compensation for that.

Mr B brought his complaint to this service. Our Investigator didn't recommend it be upheld. She didn't think Aviva had treated Mr B unfairly.

As Mr B didn't agree, the matter has been 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.

In considering this type of complaint, there are three questions we ask. If the answer is "*no*" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. Our Investigator has checked the weather data which confirms Aviva's position that there were no storm conditions in Mr B's area at the relevant time.

The second question is whether the damage to the property is consistent with what I'd expect a storm to cause. The damage in this case is a hole in the flat roof. There's no evidence of anything falling onto the roof which might have torn the roofing felt. Felt can also be lifted off a roof by storm force winds and torn but that doesn't appear to have been the case here. I wouldn't usually expect a storm to cause a small hole in a flat roof if it were in good condition.

Even if I were to give Mr B the benefit of the doubt on the above two questions, I'd still need to decide whether the storm conditions were the main cause of the damage. Aviva's agent

said the roof was in poor condition and the felt covering “*showed notable age-related deterioration*”. The photos which I’ve seen do seem to support the agent’s assessment that the felt was suffering from age-related deterioration. The felt looks cracked and faded. Visually it gives the appearance of having reached the end of its lifespan.

Mr B’s policy doesn’t cover wear and tear or gradually occurring damage.

On balance I think that the main cause of the damage to the roof was wear and tear rather a storm. I don’t think Aviva treated Mr B unfairly or unreasonably in relying on its agent’s report to decline the claim.

Looking at how Aviva has handled the claim I don’t think Mr B should have had to chase it after a delay of six days to arrange the inspection. But to its credit Aviva has accepted that delay led to unnecessary inconvenience to Mr B and offered him £50 compensation for that. I think that amount is reasonable in the circumstances especially since this was a claim under buildings insurance as opposed to home emergency cover which is provided by a different insurer.

Mr B says that the delay on Aviva’s part caused him to suffer more damage due to rainfall after he’d logged the claim. There’s no evidence of heavy rain in this period. I can’t reasonably find that Aviva’s delay meant Mr B would have had to pay for more repairs than he would otherwise have needed. From the report and photos I’ve seen, I think it’s likely the whole roof would have had to be replaced in any event.

A large number of items were stored in the garage. Unfortunately, Mr B didn’t have accidental damage cover, so any damage to these wouldn’t be covered by his policy. As the whole ceiling wasn’t damaged, I think it’s reasonable to expect Mr B to have mitigated the damage by moving any items away from the damaged area of the ceiling as soon as he discovered the leak.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr B to accept or reject my decision before 13 March 2024.

Elizabeth Grant
Ombudsman