

The complaint

Mr B and Ms B complain about Aviva Insurance Limited's handling of claims made under their home (buildings and contents) insurance and home emergency policies.

Mr B and Ms B are joint policyholders. As most of the communication relating to the complaint has been from Ms B, I'll refer mainly to her in my decision.

Aviva is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Aviva has accepted it is accountable for the actions of the agents, in my decision, any reference to Aviva includes the actions of the agents.

What happened

In December 2023, Ms B contacted Aviva because a leak in her roof had caused the ceiling in her home to collapse. Aviva didn't think Ms B could claim under her buildings and contents insurance policy because it didn't believe storm conditions had been present. It referred her to its home emergency team to see if they could help.

An engineer was sent to Ms B's property to deal with her home emergency claim a couple of days later. The engineer noted that he'd offered Ms B a tarpaulin, but she had refused this and was seeking a permanent solution. Ms B says she refused the offer of tarpaulin because the engineer said this would cause further damage to her roof. She says the engineer told her it would cause more harm than good.

Aviva told Ms B her claim under her buildings and contents insurance policy wasn't covered. This was because there were no storm conditions and the home emergency engineer had confirmed the damage was as a result of poor workmanship.

Ms B raised a complaint with Aviva. She was unhappy that her claim hadn't been accepted and with how she'd been spoken to over the phone. She also felt the policy had been mis-sold.

Aviva maintained its position regarding the decline of Ms B's claim for damage to her property. It said it wasn't covered under the storm or accidental damage sections of the policy.

Aviva apologised for the upset caused by the manner in which its claims handler had spoken to Ms B. It said it couldn't address her concerns about the policy being mis-sold because it had been sold by a third party.

Aviva said Ms B's home emergency cover was a standalone policy that Ms B had taken out as an optional extra to her home insurance. It had asked the agent who deals with home emergency claims to log a complaint on her behalf.

After some further contact from Ms B, Aviva arranged for home emergency engineers to attend her property again. These engineers installed scaffolding and carried out a temporary repair to the roof.

In response to Ms B's complaint about how her home emergency claim was dealt with, Aviva's agent said the engineers who attended on 12 December 2023 had found that the roof flash band had not been installed correctly. It said Ms B's policy didn't cover her for this. The engineers had explained that the policy covered Ms B for tarpaulin, and this was usually secured to the roof using nails. As such, there was a requirement to inform the customer that some damage may be caused by this process and the decision is left to the customer to proceed or not. It said that the engineers who attended on 30 December had gone above and beyond by completing a temporary repair using a flash band. But this was not something that was covered, or the initial engineers were expected to do in this case.

Ms B remained unhappy and asked our service to consider her concerns.

Our investigator thought Ms B's complaint should be upheld in part. She didn't think the damage to the roof, ceiling or contents was covered by Ms B's home insurance policy. However, she thought Aviva should have arranged the temporary repair to the roof sooner. She recommended Aviva repair or reimburse Ms B for the costs of repairing walls, skirting boards and the bathroom as well as cover the cost of replacing the carpet. She also recommended Aviva pay Ms B and Mr B £300 for distress and inconvenience.

Ms B accepted our investigator's outcome. Aviva said it was considering our investigator's view and asked for an extension to respond. Our investigator allowed Aviva more time, but it didn't respond to say whether or not it agreed with her outcome. So, the complaint has been passed to me to decide.

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.

Having done so, I've reached broadly the same conclusions as our investigator. I'll explain why.

Mis-sale of policy

Part of Ms B's complaint to Aviva was that she believed her policy had been mis-sold. However, both parties have confirmed that the policy was sold by an intermediary, rather than Aviva. So, I can't consider Ms B's concerns about the sale of the policy in my decision.

Buildings and contents claim

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage. Ms B's policy provides cover for loss or damage caused by an event listed in it. For Ms B's loss to be covered, it would need to fall under one of those events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Ms B has shown that an event listed in the policy caused the damage. When Ms B made her claim, she said the damage to her property was caused by a storm, which is one of the insured events listed in the buildings section of the policy's terms and conditions. So, I've considered if the damage was likely to have been caused by this peril.

When our service looks at storm damage claims, we ask three questions. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

- If so, is the damage being claimed for consistent with damage that a storm typically causes?
- Were storm conditions the main or dominant cause of the damage?

If the answer to these questions is 'yes', then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' – the claim for storm damage is unlikely to be covered.

The policy's terms and conditions don't define "storm". Our service would consider storm conditions to have been met if there were violent winds, usually accompanied by rain, hail or snow.

Aviva says it doesn't believe there was a storm because the weather reports it checked for the weeks leading up to Ms B's claim show the highest windspeed to be 46 mph. However, we've checked a different weather report which indicates the windspeed in Ms B's area reached 52 mph on the day before she made her claim. And I think this is sufficient to say that storm conditions were met.

As I'm satisfied that there was a storm just prior to Ms B making her claim, I've gone on to consider the second and third question.

The engineer who attended Ms B's property two days after she made her claim noted the following:

"Erected tower side of property, dorma roof very poorly installed joined to neighbours using flash band, soil vent pipe flash banded..."

Aviva has also commented that internal photos show the damage had been happening over a substantial course of time. It's provided a photograph of the collapsed ceiling which shows mould present. This suggests that water had entered the property over a period of time prior to the storm event.

Based on what I've seen, I think the storm event was likely to have highlighted a pre-existing issue with Ms B's roof, rather than being the main cause of the damage. So, I don't think it's unreasonable for Aviva to decline Ms B's claim for storm damage.

I've considered whether the internal damage to Ms B's home and to her contents might be covered under the accidental damage section of her policy. However, there is an exclusion under the accidental damage section for both buildings and contents for "*damage caused by water entering the home regardless of how this happened...*" So, I think it was reasonable for Aviva to decline Ms B's claim for accidental damage.

Home emergency claim

Ms B's home emergency policy provided her with cover in the event of an emergency at her property. In the "*security and roofing*" section of the policy it says:

"You are covered for damage to roofing, external windows and doors, broken locks and loss of keys."

If a security or roofing incident happens, we will protect your property from further damage or make sure the property is secure (or both)."

Ms B says the engineers who attended her property on 12 December 2023, left after twenty minutes without carrying out any repairs. Aviva says Ms B refused the engineers offer of nailing tarpaulin to the roof to protect her property. But Ms B says the reason she refused this was because the engineer told her this would cause further damage to her roof and would do more harm than good.

Aviva has suggested that the policy only covered Ms B for tarpaulin. However, this is listed as an example of what the policy would cover. So, I don't think it precluded Aviva for doing something else to help prevent further damage to the property.

When engineers returned on 30 December 2023, they were able to complete a temporary repair using flash band. It's unclear why they couldn't have done that on the first visit or at least sooner than they did.

Aviva has referred to a general policy exclusion which means it's not liable for:

"systems, equipment or appliances that have not been installed according to appropriate regulatory standards in place for the UK manufacturer's instructions or both; or that are subject to a manufacturer's recall."

However, when our investigator asked it about this, Aviva wasn't able to explain why it thought this exclusion applied.

I've listened to a recording of Ms B's conversation with the manager who was dealing with her complaint which took place on 22 December 2023. Ms B was clearly very worried about further damage to her home as a result of no temporary repair. The manager told Ms B she would contact the agent who deals with home emergency claims but has acknowledged this didn't happen.

Ms B says further damage was caused to the inside of her home between Aviva's engineers visits. Under the circumstances, I think it would be fair for Aviva to either repair or cover the costs of repairing this additional damage, in line with our investigator's recommendations. If the repairs have already been carried out, Ms B should provide invoices and proof of payment to allow Aviva to reimburse her for these costs.

This was clearly a very upsetting situation for Ms B and Mr B. Ms B was particularly concerned that the electrics would be affected if action wasn't taken to protect her roof. This was very worrying for them because Mr B is reliant on electronic equipment because of his health condition and disability. Ms B also spent a lot of time on the phone speaking to parties Aviva is responsible for to try to get things resolved. So, I think it would be fair for Aviva to pay Ms B and Mr B the £300 our investigator has recommended for distress and inconvenience.

Putting things right

Aviva should:

- Repair or cover the costs of repairing damage to the walls, skirting board and the bathroom that occurred as a result of temporary repairs not being carried out on 12 December 2023.
- Replace or cover the cost of replacing the carpet in the affected bedroom.

- Pay Ms B and Mr B £300 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr B and Ms B's complaint and direct Aviva Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Ms B to accept or reject my decision before 26 June 2024.

Anne Muscroft
Ombudsman