

## The complaint

Mr S has complained about the way Aviva Insurance Limited handled his claim under his home insurance policy.

## What happened

In November 2022 Mr S contacted Aviva about damp and staining on the upper floor ceiling at the property insured under his policy. Aviva started the claim process and said it would arrange for someone to attend and inspect the damage.

There was a delay on Aviva's part in arranging this, so Mr S got a local roofer to attend and assess the roof at his property. The roofer confirmed two tiles were damaged, which had led to water leaking through the felt underneath to the ceiling below. As I understand it, the roofer moved the two tiles back into place, but did not secure them.

After the delay Aviva arranged for a loss adjuster, who I'll refer to as S, to go and inspect the property. They inspected the roof from the inside and confirmed the damage to the roof was caused by a storm. And they validated Mr S's claim for this and for the internal repairs.

Mr S was then contacted by another company appointed by Aviva, who I'll refer to as J. They said they wanted to come and inspect the damage. Someone from J attended on 16 December 2022. Mr S was then contacted by J again to say that they needed to come and do a further inspection. Someone did this on 20 December 2022.

Mr S then got an email from Aviva advising him that J's assessment had said there was no damage to the roof and that the problem with damp in the ceilings was due to condensation. And on this basis, it said it wouldn't be settling his claim.

Mr S tried to contact Aviva to discuss his claim by telephone without success. And he submitted a complaint. Aviva issued a final response on his complaint in January 2023 in which it accepted the service provided to him hadn't been very good. It offered him £150 in compensation for this. However, it maintained it was right to turn down his claim. It did however say it would consider paying for the replacement of the tiles if Mr S sent it an invoice for this.

Mr S had the roof at his property repaired at a cost of £1,400. And he contacted Aviva with evidence to support his claim. But he didn't get a reply from its customer service team. In the end, Mr S managed to speak to someone from Aviva and they agreed to consider paying for replacing the roof tiles, but not the damage to the roof lining or to re-paint the ceilings.

Mr S then had the ceilings re-painted and paid for this. He then asked us to consider his complaint.

One of our investigators considered Mr S's complaint. He said he couldn't consider events that happened after Aviva issued its final response on 10 January 2023. But he concluded Aviva's decision not to meet Mr S's claim for the damage to his roof and ceilings was reasonable. This was on the basis that the damp and mould on the ceilings and walls was

most likely to have been caused by moisture from an extractor fan extracting air into the loft area of the property causing condensation, which is what J had said. He did acknowledge the fact that a roofer repaired the roof showed J was mistaken in saying it wasn't damaged and he referred to the fact Aviva had consider paying the cost of replacing the tiles.

Mr S didn't agree with the investigator's view. He said the damage to his roof and ceilings is consistent with storm damage. He also said that the shower in the bathroom where the extractor fan is located wasn't used by his tenants. Plus, he said he thought water that came through the roof could have affected the ceilings and walls of rooms other than the bedroom directly underneath the leak.

I issued a provisional decision on 15 April 2024 in which I set out what I'd provisionally decided and why as follows:

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*It seems clear from the report provided by S and what Aviva has said that Aviva accepts that the roof on Mr M's property was damaged by a storm. This is covered by his policy and therefore I think Aviva should pay for the repairs to it. I think it was due to poor communication between Aviva and J that J did not identify damage to the roof. I say this because in its report it said it didn't find any damage to the roof. But, if it had been properly briefed by Aviva it would have found the loose tiles and the damaged felt below them that S found. And unfortunately when it received J's report, Aviva seems to have forgotten about what S had said about the roof.*

*As its seems clear that there was storm damage to the roof, I think Aviva should reimburse what Mr S paid to have it repaired. Aviva has only mentioned paying for the tiles to be replaced. But, when tiles are dislodged in a storm, it isn't unusual for the felt and battens underneath them and in the vicinity to be damaged and/or need replacing. Also, S allowed for replacing these in its estimate. So, I think Aviva should reimburse the full amount Mr S paid for the roof repairs, i.e. £1,400. And I think it should add interest to the amount due at our normal rate to compensate Mr S for being without this amount from the date he settled the invoice.*

*S's report only mentioned staining to the ceiling and wall junction in the bedroom immediately below the leak. It didn't mention staining or mould in any other rooms. But – bearing in mind its report mentioned staining immediately under the leak, I am surprised Aviva didn't at least agree to cover the cost of repainting this room. I say this because it seems fairly clear to me that S thought this was due to ingress of water from the roof. But it seems Aviva assumed all the damp and mould was due to the extractor fan extracting damp air into the loft space and therefore turned down Mr S's claim for all this damage. However, I am satisfied from the evidence available that it is most likely that the staining in the rear bedroom was due to water ingress from the leak in the roof. So, I think Aviva should reimburse the cost of redecorating this room, i.e. £200 to Mr S. It should also add interest to this amount.*

*However, I am not persuaded by the evidence currently available that the damp and mould in the other rooms was due to the leak in the roof. I think is most likely to have been due to some other cause. This could have been the extractor fan or it could have been something else. But I do not think it can be put down to storm damage. I say this because Mr S's property has a pitched roof and any water from the leak would naturally drip into the area immediately below it or run down into the room below. And I can't see how it could spread to rooms on the far side of the house.*

*I do of course accept water can spread and that it will often find the weakest point to enter a*

*property. But – bearing in mind where the leak was and the pitch on the roof, I do not consider it likely that it would have made its way over to rooms on the other side of the property.*

*I've also considered the impact of Aviva's handling of Mr S's claim on him. And, while I appreciate it has already paid him £150 in compensation for delays and poor communication at the outset, I think it should pay him a further £100 to compensate him for the distress and inconvenience he experienced as a result of its incorrect decision to turn down his claim for the damage to the roof and the internal damage to the bedroom below it.*

*I think it should have been clear to Aviva that the damage to the roof and damage to the room below it was still covered even after it received M's report. But, it didn't realise this, partly because it ignored what S had already said and just focused on M's report. And this led to unnecessary distress and inconvenience for Mr S.*

### **My provisional decision**

*For the reasons set out above, I've provisionally decided to uphold Mr S's complaint and make Aviva Insurance Limited do the following:*

- *Pay Mr S £1,400 to reimburse what he paid to have the roof on his property repaired.*
- *Pay Mr S £200 to reimburse what he paid to have the main bedroom at his property redecorated.*
- *Pay interest at 8% per annum simple on both these amounts from the date Mr S paid them to the date of payment.*
- *Pay Mr S a further £100 in compensation for distress and inconvenience.*

I gave both parties until 29 April 2024 to provide further comments and evidence in response to my provisional decision.

Mr S has said he considers what I provisionally decided is fair.

Aviva initially responded to say that it had repeatedly asked Mr S to provide invoices and he did not provide these. And it asked me to reconsider my view that it should pay interest on the amount due for the roof repairs in light of this. Aviva also suggested its weather record system confirmed there were no high winds in the area at the time Mr S's roof was damaged. And it reiterated its view that J's report shows the damage to the ceilings in Mr S's property could not have been due to water entering through the roof.

Our investigator went back to Aviva and pointed out that it had not identified a specific date when the roof on Mr S's property was damaged. And it was accepted that the damage had occurred in storms at some time previously and only came to light at a later date. He also sent them copies of the invoices Mr S had provided to us for the repairs to the roof and the ceilings.

Aviva has come back and said it is happy to settle Mr S's claim at £1,950, less the policy excess. And it has said the invoices were exactly what it was looking for and it would have been happy to settle the claim if Mr S had provided these.

### **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.

I have noted what Aviva has said, but I have not seen any evidence that it made repeated

requests for Mr S to send it the invoices for the work he'd had carried out. I can see it said it would consider paying the cost of replacing the tiles on his roof if he provided an invoice for this, but it didn't actually say it would pay his claim if he did send this. So, I see no reason why Aviva shouldn't have to pay interest on the amount due to Mr S. And, even if Aviva had made repeated requests for Mr S to send it invoices and said it would pay his claim if he did, I would still think it appropriate for Aviva to pay him interest on the amount due to him. This is because the reason he was without these funds was essentially because Aviva incorrectly turned down his claim, having initially suggested it was going to settle it.

I have noted Aviva is now willing to pay Mr S £1,950. But I only consider it needs to pay him £1,600, less the £50 policy excess, i.e. £1,550 in total, plus interest, for the reasons set out in my provisional decision. I omitted to mention the excess needed to be deducted in my provisional decision. But it is clear from the policy documents it does need to be. For the sake of ease this should be deducted from the amount payable for the roof repairs.

If Aviva wants to pay Mr S £1,950 less the excess, i.e. £1,900 it is free to do so, but I do not require it to do so as part of this decision. And it wouldn't be obliged to pay interest on the extra amount due if it does pay £1,900.

### **Putting things right**

For the reasons set out above and in my provisional decision, I've decided to uphold Mr S's complaint and make Aviva do the following:

- Pay Mr S £1,400, less the policy excess, i.e. £1,350 to reimburse what he paid to have the roof on his property repaired.
- Pay Mr S £200 to reimburse what he paid to have the main bedroom at his property redecorated.
- Pay interest at 8% per annum simple on both these amounts from the date Mr S paid them to the date of payment.
- Pay Mr S a further £100 in compensation for distress and inconvenience.

### **My final decision**

I uphold Mr S's complaint about Aviva Insurance Limited and order them to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 30 May 2024.

Robert Short  
**Ombudsman**