

## **The complaint**

Mr and Mrs M complain about the decline of their home insurance claim by Aviva Insurance Limited.

Aviva are the underwriters (insurers) of this policy. Part of this complaint concerns the actions of the Aviva's appointed agents. As Aviva have accepted they are accountable for the actions of their agents (loss adjusters), in my decision, any reference to Aviva includes the actions of their appointed agents.

## **What happened**

The background to this complaint is well known to Mr and Mrs M and Aviva. In my decision, I'll focus mainly on giving the reasons for reaching the outcome I have.

Mr and Mrs M made a claim in March 2023 for damage to their property following a period of adverse weather. The claim was declined as Aviva said the damage being claimed for wasn't consistent with a one-off insured event.

Mr and Mrs M raised a complaint about the claim decline as they felt unfairly treated, specifically in relation to the application of the policy terms. Aviva didn't uphold the complaint and Mr and Mrs M referred it to our Service for an independent review.

Our Investigator considered the complaint but didn't recommend that it be upheld. As Mr and Mrs M disputed this, the complaint was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended decision. As the extended deadline has now passed, I've considered the complaint for a final decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Both parties received a copy of my provisional decision, I agreed to Mrs M's request for a two week extension to allow for her response. I'm satisfied that Mrs M has had adequate time to respond and no new evidence that would materially affect the outcome I'd intended to reach has been presented by Mrs M. I note what Mrs M has said about having a new roof fitted recently, but I'm only considering the actions of Aviva here when responding to the claim and the evidence available at that point. The photo provided also doesn't change my opinion. Therefore, I find no fair or reasonable decision to deviate from the key findings I've previously set out.

### *The scope of my decision*

My decision will consider the matters addressed by the final response letter, dated 5 June

2023. In the final response letter, Aviva said:

*"You advised [Aviva's agent's name redacted by Ombudsman] that you were currently in contact with your Roofer and that you were compiling an email regarding the declination of your claim. [Aviva's agent's name redacted by Ombudsman] advised you that they would diary your claim for a further review to establish if this correspondence had been received from you."*

I note that after our Investigator's assessment dated 4 April 2024, Mr and Mrs M provided a detailed report - including opinions from an expert who had attended the property and newly presented photos. Generally, new evidence such as this might not be considered (as evidence) for the purposes of this ongoing complaint. However, in the interests of pragmatism and because Aviva have had an opportunity to review this new evidence and comment on it - I will allow it as evidence when considering this complaint for a decision.

More details on the well-established approach to storm damage claims our Service follows can be found here:

<https://www.financial-ombudsman.org.uk/businesses/complaintsdeal/insurance/home-buildings-insurance/storm-damage>

This is the approach I'll closely be following in this complaint.

*Were there storm conditions on or around the date the damage happened?*

Although initially Aviva said there weren't wind conditions consistent with a storm around the time of this claim, they later accepted there were after Mr and Mrs M challenged. Having reviewed the relevant weather data, I'm satisfied there were wind speeds/gusts that typically might be observed in storm conditions. As our Investigator has already stated, there was not rain at a level that would typically be associated with storm conditions. It follows that I'm satisfied the answer to this question to this question is, yes.

*Is the damage claimed for consistent with damage a storm typically causes and were storm conditions the main cause of the damage?*

Aviva concluded that the damage being claimed for here was caused gradually, over time. They've pointed to photos (taken by a drone) of the flat roof after the claim was made which they say shows the roof with various repairs on it and a natural breakdown deterioration of the main roof material. Having reviewed the photos, I find Aviva's position to be reasonable.

I've weighed this up against Mr and Mrs M's counter arguments. They say any previous repairs were proactive measures, intended to prevent future issues. They've also pointed to a slate which was resting on the roof as a potential cause of damage that allowed rain water to enter their property.

Having considered the damage being claimed for alongside the internal property damage, weather records and the overall evidence provided by both parties, I find that Aviva have fairly applied the policy terms when declining this claim for gradual causes. I'm not persuaded the proximate cause of the damage being claimed for was the storm conditions (wind). I say this because:

- Even allowing for Mr and Mrs M being pro-active in seeking to prevent future issues with the roof by carrying out patch repairs in the years preceding this 2023 loss event, this still suggests that there possibly may have been some issues with the roof and/or deterioration of parts of it - as not all the roof was worked on, only specific

parts. Based on experience, it would be unusual for repairs to take place if there were no issues with the roof.

- I've considered the scenario put forward by Mr and Mrs M - that a slate tile pictured on their roof may have been blown on there by the strong wind conditions and damaged the roof which caused water to ingress. Whilst it's a possibility that the strong winds did cause a slate tile to end up on their roof, I don't find that Aviva have been unreasonable when not being persuaded that this was the proximate cause of the damage to the roof that allowed water to ingress.
- I've carefully considered the report provided by Mr and Mrs M's appointed expert, dated 12 May 2024. But the weight I've placed on it is limited by it being dated well over a year after the loss event and after some emergency repairs had taken place.

The same can be argued of the Aviva report, but it's dated much closer to the loss event.

- The internal damage caused by water ingress, when considered alongside weather records from around the time of the loss event doesn't support a sudden and unexpected one off rain event either. Mr and Mrs M have set out a timeline that the storm damage occurred around 17 February 2023, it rained on 10 March 2023 and then the ceiling collapsed on 13 March 2023. I note from the expert report: "*Signs of wear and tear are normal and are to be expected in a roof as it ages but these age related conditions would not have allowed such a substantial amount of water ingress*". Based on the rain fall records between 17 February and 13 March, I'm not persuaded by the explanation put forward by Mr and Mrs M.

#### *Other points raised*

As I've not found that Aviva unfairly declined the claim, it follows that I won't be directing Aviva to reimburse Mr and Mrs M for any additional costs incurred – such as heating or the temporary repairs carried out.

I've also considered if the accidental damage part of the policy should respond to this claim as internal damage was also reported. As I've not seen sufficiently persuasive evidence to fairly conclude that the damage was caused suddenly and unexpectedly, by a one off event - the claim also doesn't succeed on this basis.

I've noted Mr and Mrs M's comments about Aviva's agents, the use of a drone and the general service provided. Whilst the service and communication may not have met Mr and Mrs M's expectations, I don't find it to be poor to the extent that compensation would be appropriate.

#### *Summary*

I find it was reasonable of Aviva to decline this claim for gradual causes. My decision will disappoint Mr and Mrs M, but it brings to an end our Service's involvement in trying to informally resolve their dispute with Aviva.

#### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 9 December 2024.

Daniel O'Shea  
**Ombudsman**