

The complaint

Mr A has complained that Gresham Insurance Company Limited trading as Aviva has not settled his claim for storm damage made in January 2024.

What happened

In July 2023 and in November 2023 Mr A notified Aviva of damage he said had been caused to his roof by storms. Aviva declined the July 2023 claim on the basis that there were no storm conditions at this time, and it declined the November 2023 claim because it said damage observed to the roof was not consistent with storm damage.

Following named Storms Isha and Jocelyn in January 2024, Mr A made a further claim to Aviva for storm damage to his roof. He explained that water had leaked through his roof into his bedroom and, using separate home emergency cover that he had, he'd received a temporary repair.

Noting that Mr A had reported damage to it for his roof twice in 2023, Aviva asked Mr A to send invoices and any reports he had to show what repairs had been completed to the roof in respect of the 2023 claims. Mr A responded that he had paid for roof repairs in 2023 but hadn't kept any receipts, and he said that the local roofer had moved away. He also said that because Aviva hadn't covered the 2023 claims, it was not entitled to request information relating to the 2023 repairs. Mr A commented that his claim for damage caused by storms in 2024 was a new one. He complained about Aviva's handling of this new claim.

In response Aviva repeated to Mr A the details of the two claims made in 2023. It said that because all three claims that had been made since July 2023 related to storm damage to the roof, it needed to see evidence about the repairs which had been carried out in 2023. Once received, Aviva said that it would consider further the January 2024 claim.

Unhappy with Aviva's stance, Mr A brought a complaint to this service. He commented that the damage he had reported in 2023 was to a different part of the roof than had been damaged in January 2024. Mr A highlighted that the 2023 claims had been declined by Aviva, and he explained that in his view, that meant repairs in 2023 were none of Aviva's business. He said that the temporary repairs to his roof remained in place, and that damage would get worse if it was not dealt with.

Our investigator did not uphold this complaint. He noted that Aviva had not declined Mr A's January 2024 claim, but had asked for evidence showing the 2023 repairs had been carried out. In his view, it was reasonable that Aviva had asked for this information from Mr A before considering his latest claim further.

Mr A did not agree with the investigator's findings. He said that the facts relating to his complaint had not been fully understood, and he reiterated that he had repaired his roof in 2023. In response the investigator said that it was unusual for three storm claims to have been made over a six month period, and consequently he felt it was fair for Aviva to ask for evidence about the 2023 roof repairs before considering the January 2024 claim further.

Mr A replied that he'd paid for the 2023 roof repairs in cash, and he suggested that as a result this expense was his concern alone. He also said that these repairs related to a different side of the roof that sustained the damage he'd reported in January 2024. Mr A indicated that the notifications he made to Aviva in 2023 about storm damage were not claims, and that he'd only actually made one claim. Mr A asked that his complaint be passed for review by an ombudsman.

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.

Mr A's policy provides cover for loss or damage caused by specific events, one of which is storm. When considering whether an insurer has fairly dealt with a storm claim, this service generally looks at the following questions: were there storm conditions at the time of the event claimed for, is the damage sustained consistent with storm damage, and was the identified storm the main cause of the damage? Where we conclude that all three apply, we would normally expect an insurer to cover the claim.

Mr A made his claim in January 2024 following two named storms that he says caused damage to his roof and led to water coming into his property. Weather reports obtained by Aviva for the area that Mr A lives in showed that there were strong winds around this time. However, in order to determine whether those strong winds were the main cause of the damage that Mr A claimed for in January 2024, Aviva said that it needed repair invoices to show that the damage Mr A had reported to it in respect of the roof for the two incidents in July and November 2023 had been repaired.

Aviva has explained that the reason it wants to see this information is so that it can be satisfied that the January 2024 damage is the result of storm force winds at that time, rather than being caused by the damage that already existed to the roof that Mr A reported in 2023. Mr A has said that the part of the roof he is claiming for in relation to the January 2024 incident is in a different area of the roof to the damage sustained in the two incidents in 2023. Whilst I note Mr A's comments, Aviva has highlighted that Mr A has told it about three incidents of storm damage in the form of tiles being dislodged within a six month period.

As explained above, when considering if an insurer has acted fairly when dealing with a storm claim, one of the questions to determine is whether the evidence suggests the identified storm was the main cause of the damage being claimed for. In this case, we know that the tiles on Mr A's roof showed signs of damage in July and November 2023. Mr A says that Aviva has no right to see details of the repairs to the roof that he paid for in 2023 because it did not cover these costs. I have carefully considered his comments, but in light of there being three reported incidents of damage to the roof tiles within a comparatively short period of time, my view is that it is not unreasonable for Aviva to want to see evidence of the 2023 repairs as part of its consideration of the claim made for roof damage in January 2024.

I appreciate that Mr A is likely to be disappointed with my findings, and I am sorry to learn about the damage that has occurred to his roof and internally at his home. However, based on the evidence provided, my conclusion is that Aviva has handled this claim fairly by requesting further details of the repairs that Mr A says were arranged in 2023.

My final decision

My final decision is that I do not uphold this complaint, and I make no award.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or

reject my decision before 7 January 2025.

John Swain
Ombudsman