

The complaint

Mr and Mrs D complain Aviva Insurance Limited unfairly declined their home insurance claim.

Mr and Mrs D have been represented for the complaint. For simplicity I've, in places, referred to the representative's actions as being their own.

What happened

In early 2020 Mr and Mrs D claimed against their Aviva 'all-risks' home insurance policy. They felt storms in February and March of that year had caused damage to their home. They reported flooring separating from a wall plate and corbel brickwork having moved outwards.

In July 2020, following an inspection and report by its appointed engineer (S) Aviva declined the claim. It said the damage was more likely due to creep and load redistribution related to wall straps than any storm event. For that reason it considered policy exclusions of expansion, gradual deterioration and defective design applied.

In September 2020 Mr and Mrs D appointed their own structural engineering firm - 'M'. In February 2023 they complained to Aviva about the claim decline. They said the damage to their property had been caused by storm. They provided a report from M to support their position. It said high winds around the time of the loss are likely to have caused movement to the roof structure, which spread slightly and resulted in brickwork being pushed out. Mr and Mrs D asked Aviva to meet the full costs of repair plus reimburse the expert fees incurred challenging its decision.

When responding to Mr and Mrs D's complaint, in March 2023, Aviva accepted it hadn't always followed the correct claim and complaint process. It took note of their concerns about comments made by its surveyor and apologised for delays it may have contributed to. In recognition of the delay it offered £300 compensation. However, it maintained its position on the claim - referring to the policy exclusions to decline. It didn't accept wind or storm to be the likely root cause of damage.

In September 2023, unsatisfied with Aviva's response, Mr and Mrs D referred their complaint to the Financial Ombudsman Service. They said storm was the cause of damage, so the claim had been unfairly declined. To resolve their complaint they asked that Aviva reimburse them the cost of rectifying the damage, expert fees and pay compensation for distress and inconvenience.

In November 2023 Mr and Mrs D, having spent around £90,000 on repairs to the property, provided a further report from M. It responded to Aviva's reference to various policy exclusions. It disputed Aviva's claim that inadequate structural design was the cause. It concluded that continued and prolonged hammering of a satellite dish against the roof, during storms, caused the damage.

Our Investigator felt Aviva had fairly, and in line with the policy terms, declined the claim. So she didn't recommend it cover the cost of repairs. She said £300 compensation already

offered fairly reflects the delays Aviva's responsible for. As Mr and Mrs D didn't accept that outcome the complaint was passed to me to decide.

I issued a provisional decision. In it I explained why I didn't intend to require Aviva to settle the claim, reimburse professional fees or pay any additional compensation. As its reasoning forms part of this final decision I've copied it below. I invited Mr and Mrs D and Aviva to provide any further comments or evidence for me to consider. Aviva accepted my provisional decision, but didn't provide any further evidence. Mr and Mrs D didn't accept it, providing submissions in support of their position.

what I've provisionally 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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr and Mrs D and Aviva have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

First, it's important to understand that Mr and Mrs D's policy is 'all-risks'. That means it covers all loss or damage to their building. They aren't, as is the case with standard buildings insurance, required to show that loss or damage was caused by a listed insured peril - for example storm, fire or subsidence. Instead 'loss or damage' is simply covered - and the onus falls to Aviva, if it wishes to decline the claim, to show it can fairly rely on an exclusion or term in the policy to do so. This, it seems, is something that may not have been appreciated by some involved in the claim.

I'll set out the key policy terms. The policy covers 'Loss or damage to the buildings'. It's accepted there's loss or damage. As I've said the loss or damage doesn't need to result from a specified cause to be covered. So on the face of it there is loss or damage that is covered by the policy.

But Aviva's referred to exclusions to decline the claim. The application of these to the loss is my primary concern, rather than consideration of storm as the cause - although, it being Mr and Mrs D's explanation for the damage not resulting from the excluded causes, it is still a relevant consideration. I've considered if Aviva's shown any of those exclusions apply - and if it's fair and reasonable for it to rely on them to decline the claim.

The exclusions Aviva's referred to are:

'Loss or damage caused by or arising from defective materials, defective design or defective workmanship. We will pay for any resultant damage unless another exclusion applies.'

'Damage caused by settlement, or by shrinkage or expansion of parts of the Buildings' and

'Loss or damage caused by: wear, tear or depreciation, other gradual deterioration'.

I've been provided with two competing explanations of the damage. Both are supported by experts in the form of structural engineers. I'm not going to set out each position and its counter in detail here. Instead I will provide only a brief summary of each. But I would like to reassure Mr and Mrs D and Aviva that I have considered everything provided to me - including a 2012 home purchase survey, representatives' comments and S and M's submissions.

M's explanation, on behalf of Mr and Mrs D, of the cause of damage can be summarised as follows. On a flat section of the property's roof sat a satellite dish. This was supported by a metal frame. The frame was weighed down by concrete blocks. Several separate storm events, over three weeks, caused the frame to lift and hammer down on the roof. That repeated action put load onto roof rafters. This was transferred down to push out a wall plate. The movement of the wall plate pushed out the outer skin of brickwork, separating it from the inner skin. The result was bulging brickwork.

Aviva however denies storm to be the cause of damage. It says any association with such events should be considered as coincidental. Instead it considers the damage to result from long term, gradually operating causes including age related defects and excessive modifications to the roof structure. S referred to historic alterations undermining the integrity of the roof structure - without adequate measures being taken to compensate. It considers there has been recent eaves spread due to gradual creep and load redistribution within a modified roof. This along with other factors resulted in the brickwork bulge.

S states many of the defects claimed as storm damage were highlighted in the 2012 home purchase survey - including uneven brickwork around window heads and at high level from historic movement. The survey notes this as probably the result of roof thrust arrested by metal wall ties.

S' criticisms of M's satellite explanation include the following. It states a pictured solar water heating system, the satellite frame appears to have been tucked under, would have been damaged and prevented the claimed hammering movement. It doubts the hammering effect would have happened - stating the usual result of strong wind applied to satellites on frames is for the clamp to fail with the dish being blown flat. And it says had there been a hammering effect there would have been cracking, beyond minor hairline ones, to the ceiling below the satellite.

Mr and Mrs D's response to Aviva and S' position includes the following. The roof structure has been working adequately for any years. There is very little evidence of material decay and there hasn't been any recent inappropriate structural alterations. The limited alteration that has taken place, a rooflight window, didn't affect the primary structure. The 2012 home purchase survey found no concerns with the structures.

In my opinion S makes some reasonable points about Mr and Mrs D's satellite hammering explanation. I accept it may possibly be the cause of damage. But I'm not persuaded it's most likely what happened. I accept there's debate about the extent of removal of rafters and other modifications. But on balance I find S' position more plausible and to be the likely cause of damage.

I'm satisfied Aviva's done enough to show the causes likely fall under the exclusions outlined above – involving a likely combination of defects through various modifications, expansion of eaves through gradual creep and load redistribution. I realise this will be frustrating for Mr and Mrs D, but I currently intend to find its decision to decline the claim, based on the exclusions, to be fair and reasonable. Aviva offered £300 compensation to apologise for delay and in recognition of Mr and Mrs D's concerns about comments made by S. Having considered their comments on the matter I'm satisfied that's enough to make up for distress or inconvenience experienced.

So I don't intend to require Aviva to settle the claim, reimburse professional fees or pay any additional compensation.

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 realise this decision will be very disappointing for Mr and Mrs D. But having reviewed their latest submissions, I still find Aviva's decision to decline the claim, based on the exclusions, to be fair and reasonable. So I'm not requiring it to settle the claim, reimburse professional fees or pay any additional compensation.

Mr and Mrs D provided detailed submissions. Again I won't set the content out in detail or respond to each point. Instead I've provided a summary. A great deal of the recent submissions replicates information and arguments already provided and considered. Some new points were included - including corrections to my summary of their satellite damage account, a response to S' critique of it and additional detail about the frame's construction and installation. They also provided a critique of S' position – including his finding of roof spread and historic alterations having undermined the integrity of the roof.

Mr and Mrs D made two main points. First that a heavy dynamic weight on their roof, the satellite dish, damaged an area of brickwork directly below it during two back-to-back violent storms. Second that there is no evidence of roof spread.

After considering their submissions I still accept the satellite hammering may possibly be the cause of damage. But I'm still not persuaded it's most likely what happened. I consider S' and Aviva's position to be more plausible.

Mr and Mrs D rejected S' claim that the solar water system would have prevented the satellite from rocking. They say the system wasn't touching the satellite or frame. Although they accept the dish was tucked under it slightly. Ultimately, I still consider S makes a reasonable and persuasive point, considering the position and likely weight of the system, when observing it would have restricted movement or been damaged.

I don't agree there's no evidence of roof spread. Two engineers have identified it in their reports. M's initial report, for Mr and Mrs D, said it's apparent the timber roof structure at the eaves had spread outwards. S reported evidence of recent, minor eaves spreading.

I've considered Mr and Mrs D's points about S and Aviva's position. This hasn't been a simple decision to come to. But overall I'm still satisfied Aviva's provided sufficient persuasive evidence that the cause of the damage likely falls under the relevant exclusions - involving a combination of defects through various modifications, expansion of eaves through gradual creep and load redistribution.

My final decision

For the reasons given above, I don't uphold Mr and Mrs D's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 20 February 2025.

Daniel Martin

Ombudsman