

## **The complaint**

Ms M complained that Aviva Insurance Limited (“Aviva”) unfairly declined their claim for damage to her property’s roof during a storm. Aviva were providing a home insurance policy.

## **What happened**

Ms M made a claim to Aviva after a storm damaged the roof of her property. Rain penetrated the roof and caused significant damage inside.

Ms M hired a private contractor to identify the cause of the damage and carry out repairs.

Aviva appointed a surveyor to review the damage, but unfortunately, he attended after the repairs had been carried out to the property. Ms M said the surveyor was unprofessional and spent only a short amount of time inspecting the property. She said he ignored evidence she had provided.

Aviva decided to decline the claim based upon the surveyor’s report. It’s internal technical team also reviewed photographs provided and didn’t see any evidence of storm damage. It said any damage was more likely caused by wear and tear.

Our investigator decided not to uphold the complaint. He thought Aviva was fair in declining the claim. He thought Aviva had made a fair decision based upon the evidence provided. Ms M disagreed, so the case has been referred to 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.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

As Aviva has agreed storm conditions were present at the time of the incident, I will move onto the next question.

*Was the damage claimed for consistent with damage a storm typically causes?*

Having reviewed weather reports at the time of the incident, the storm produced gusts of wind of up to 58mph. Storm winds of this intensity are not uncommon and it's possible to see damage caused, such as tiles blown off a roof or felt ripped from a flat roof.

Aviva said there is no evidence of storm damage, so it said the claim wasn't covered by the "storm" peril in the policy. It's a policyholder's responsibility to prove that the damage has been caused by the storm. So, I've considered whether Ms M has provided this evidence.

Ms M said the storm occurred over a bank holiday weekend and she reported the damage immediately to Aviva.

Unfortunately, when the surveyor attended the property, Ms M had already had the work completed on her house. So, the surveyor was unable to review any damage himself. He could only see the work that had been completed and photos that Ms M had provided. Ms M has provided a letter from her contractor explaining he'd charged Ms M nearly £30,000 for the work.

I've read this letter – it says *"following the recent storm damage"..."upon inspection, we discovered leaks in the valley, which were causing water to seep into the bedroom below"*. There is no other real description of the damage caused. I'm not persuaded by the contractor's notes as they're brief and don't explain what's happened.

Aviva said that it's unusual valleys are damaged in a storm. It said by nature, a valley tends to deteriorate over time and if not maintained will eventually give way and cause water leaks. I tend to agree. I've viewed the photographs provided by Ms M and these don't suggest to me the damage has been caused by a storm. I can't see materials blown from the roof.

Aviva have also commented on the excessive quote for the work that has been carried out and is visible. Again, I agree. I wouldn't expect repairs to valley roofs to cost anywhere near this.

As I don't think Ms M has shown the damage caused is consistent with storm damage, and as the surveyor was unable to inspect the damage before the work took place and as the costs seem excessive for the visible work carried out, I don't uphold this complaint.

I appreciate Ms M has evidenced storm conditions and that the inside of her property is damp, but I'm not persuaded the damage evidenced is consistent with what a storm would cause. Therefore, I don't need to consider the final question. I think it's likely wear and tear caused the issues experienced.

I've also considered whether Ms M would've been covered under the accidental damage cover she purchased. Unfortunately, I don't think she is. The buildings cover excludes cover for *"water entering your home regardless of how this happened"* and the contents section excludes damage caused by *"wear and tear"*. I don't think Aviva has had opportunity to inspect the damage before the repairs have taken place, so I think Ms M has prejudiced her claim as Aviva hasn't been able to properly assess the claim.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 6 January 2025.

Pete Averill  
**Ombudsman**