

## **The complaint**

Mr B has complained about Aviva Insurance Limited's decision to reject a claim he made for storm damage under a buildings insurance policy he shares jointly with Mrs P.

All reference in my decision to the insurer Aviva includes agents acting on its behalf.

## **What happened**

In January 2024 Mr B made a claim for storm damage to his insurer, Aviva. Mr B arranged for temporary repairs to be carried out. Aviva appointed a Surveyor to inspect Mr B's property to identify a cause of damage and to validate his claim.

Following the Surveyor's report, Aviva rejected Mr B's claim. It said there was no evidence of storm related damage, but evidence of general poor maintenance, poor historical repairs and existing slipped and cracked tiles.

Mr B complained to Aviva, but it said its decision to reject the claim was fair. It paid Mr B £200 compensation for some poor service in delays and some typing errors in the Surveyor's report.

Mr B asked us to look at his complaint about Aviva's decision to reject his claim.

One of our Investigators didn't recommend the complaint should be upheld. He thought Aviva had acted reasonably and in line with the policy.

Mr B didn't agree and wants an ombudsman to decide. In summary he disagrees with the Surveyor's findings. He provided a report from his appointed roofer, but says Aviva disregarded it.

## **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.

Insurers don't provide cover for every eventuality. They provide cover for specific insured perils. In other words, sudden unforeseen extreme events capable of causing damage to a property that is in otherwise good condition.

Aviva, like all insurers, provides exclusions for damage caused by wear and tear, or gradual decline in materials.

As the Investigator explained, we ask three questions when we look at storm damage complaints. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Local weather conditions indicate wind gusts reached 50 mph at the time Mr B says the damage occurred. Mr B's policy with Aviva provides a definition of storm as;

*"A period of violent weather which may incorporate wind speeds of at least 48 knots (55mph)."*

So by applying the policy definition, the answer to this question is 'no'. However, Aviva accepts that named storms occurred during the month and previous month that Mr B made his claim.

Water ingressed to the property from the roof. But this doesn't mean the damage is consistent with damage a storm typically causes. And in any event, I find the answer to the third question is 'no'.

Mr B says that Aviva's Surveyor didn't access the roof directly, but viewed it from the neighbour's skylight (with permission). He says Aviva indicated the damage could have been caused by wear and tear before inspection, which shows it had pre-determined the outcome. Mr B says the Surveyor's photos show only one broken tile with no evidence of poor historical repairs. So he believes Aviva's appointed Surveyor's report is inaccurate.

I don't think any comments made before the Surveyor attended change the outcome or the evidence Aviva or I have relied on. I've looked at the report and estimate provided by Mr B's appointed roofer and Aviva's appointed Surveyor's report with photos of the roof and gulley.

Mr B's appointed roofer writes that storm conditions caused damage to battens and underfelt which would in normal circumstances have been protected by the tiles. This roofer carried out temporary repairs and provided an estimate for full repairs to the roof. The estimate is for:

*"Remove valley and tiles set aside for re-use.*

*Remove felt and battens as necessary.*

*Reconfigure existing tiles and include for renewals where required."*

Aviva's appointed Surveyor's photos of the roof are clear. So I don't think the fact that the Surveyor didn't physically go onto the roof makes a difference. The photos show Mr B's roof to have multiple previous repairs to tiles, several existing cracked and slipped tiles, the general condition of the roof and of the gulley.

The Surveyor reported:

*"During my inspection of the roof I could (should insert 'not' here) see or note any damage that would be consistent with any single storm loss, the cause of the ingress has been traced back to multiple slipped tiles, broken tiles and poorly done historical repairs."*

The Surveyor concluded;

*"All damage present to the insured's property is consistent with an age-related issue and not storm. The weather at the time of the loss has merely highlighted the previous failed area."*

Mr B's policy with Aviva has the following exclusion:

*"Gradual deterioration/maintenance*

*Any loss or damage caused by wear and tear, corrosion, damp, mould, dry or wet rot or fungus or any other damage that happens gradually over time and costs that arise from normal use, maintenance and upkeep of your buildings and/or its contents."*

I can see that Aviva did consider the information Mr B provided from his roofer. It didn't disregard it, but didn't agree it changed its decision. Relying on the information provided by both the roofer and the Surveyor, I'm satisfied that Aviva reached its decision to reject Mr B's

claim in a reasonable way and in line with the policy. This means I'm not asking it do any more.

### **My final decision**

I'm sorry to disappoint Mr B. But for the reasons I've given above, 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 B and Mrs P to accept or reject my decision before 3 March 2025.

Geraldine Newbold  
**Ombudsman**