

## **The complaint**

Miss B and Miss B complained that Aviva Insurance Limited (“Aviva”) unfairly declined their claim when water penetrated their conservatory roof. Aviva were providing cover under a home insurance policy.

## **What happened**

Miss B and Miss B made a claim on their insurance policy when a dry verge (tile) from their roof fell on to the property’s conservatory roof below, causing a pane of glass to crack which Miss B and Miss B said allowed rainwater to penetrate the home during bad weather and caused further internal damage. Miss B and Miss B said they were told not to have the glass repaired as it could prejudice their claim.

Aviva appointed a surveyor to review and validate the claim. Aviva said the surveyor made the roof safe and secure, which Miss B and Miss B disputed. Miss B and Miss B were further dissatisfied with the time it took to receive an outcome for their claim. They had to chase Aviva several times.

After reviewing the damage, Aviva’s appointed surveyor thought the cause of the damage was wear and tear. As the policy doesn’t cover this, Aviva decided to decline the claim. However, it did decide to cover the broken window panel and offered a cash settlement of £153.62. It also offered £150 compensation for the poor handling of the complaint, which required Miss B and Miss B to actively chase Aviva.

Miss B and Miss B want their claim settled in full and they’ve been quoted over £8,000 for the works.

Our investigator decided not to uphold the complaint. She found the report provided by Aviva’s surveyor to be persuasive that wear and tear caused the damage to the property. As this wasn’t covered by the policy, she thought Aviva had been fair to decline the claim. Miss B and Miss B 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.

Having reviewed the details of this claim, I don’t uphold the claim as I haven’t been persuaded that Miss B and Miss B have a valid claim under the policy. I know this will be disappointing, so I’ll briefly explain why.

It’s important to understand insurance policies don’t normally cover every claim or eventuality that could happen. Doing so, would be extremely high risk for insurers as they’d need to pay out every claim for any kind of damage. If insurers did do this, the cost of policies would be much higher for consumers and in most cases cost prohibitive.

Instead, insurers create policies that protect consumers for several insured one-off incidents. The liability on insurers isn’t limitless. Insurers limit liability by putting conditions in the policy

to protect themselves from unreasonable claims. An example of such a condition, maybe that a homeowner maintains their property to a good standard. This way consumers can afford policies and are provided a pragmatic level of cover when unforeseen events occur.

When something falls off the roof, the obvious possibility here is to see if a storm blew tiles or parts of the roof above, causing them to dislodge onto the conservatory below. So, I've first considered the claim from this perspective.

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?

I have checked both the wind and rain conditions in the two-to-three-week period leading up to the claim, using the weather resources our service has access to. The weather during this time was reasonably mild, whilst it did rain the weather was nowhere near the level to suggest storm conditions were present.

Therefore, as no bad weather was present at the time of the reported incident or leading up to that time, I can't say Miss B and Miss B would have a valid claim under the storm peril in the policy.

I can see Miss B and Miss B also had accidental cover on their policy. The policy explains this means damage that is caused suddenly and unexpectedly by an outside force. It doesn't include breakdowns or faults, or damage due to faulty workmanship or design.

I can see Aviva said it would cover the damaged pane of glass in the conservatory roof, which suggests it has accepted the claim under accidental damage. I think Aviva were fair to pay this, I wouldn't expect a well installed and maintained dry verge to fall from a roof so I think its likely this in itself was caused by some wear and tear, or poor installation. But as Aviva accepted this, I'll continue with my examination of the claim.

Miss B and Miss B has said it would rather Aviva replace the broken glass as opposed to provide a cash settlement as it has done.

The policy allows for Aviva to *"to settle your claim by repairing, rebuilding, giving you an equivalent replacement or making a payment"*. Aviva's appointed surveyor also explained *"the underside of the roof has been plastered to create a warm roof affect, this is poor workmanship and voids any warranty with a conservatory roof. The roof system is not manufactured to hold the additional weight or stress"*.

Therefore, as Aviva has settled the claim for the broken glass in line with the policy terms and it wouldn't have been able to guarantee the work itself if it had completed it, I think Aviva were fair to pay this as a cash settlement. If this hasn't yet been received, then Aviva need to fulfil this payment, should Miss B and Miss B accept the offer.

However, Aviva declined the claim for internal damage that was caused by penetrating rainwater as it said this damage was caused by wear and tear rather than via the cracked glass. Wear and tear is a policy exclusion, which excludes cover for any damage caused by *“gradually occurring damage, wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation, any other gradually occurring damage (except subsidence, heave and landslip)”*.

As Aviva has relied on the exclusion to decline part of the claim, the onus is on Aviva to prove wear and tear as the cause of damage. Aviva has relied upon the evidence provided by its appointed surveyor to decline the claim. So, I have reviewed this.

The surveyor has provided a detailed commentary and reasoning of why he thinks wear and tear is the cause of the damage. He's included photographs to support his findings. I won't share the whole of the report, but I will share some of the key points that the surveyor recorded:

- Evidence of water ingress occurring for some time, rather than a recent event related to the cracked pane of glass
- There appears to be several repairs to the roof which are not recent, lead flashing to the over wall which suggests this has been replaced at some point after the original installation
- Additional layer of lead flashing put on top of other flashing and sealant/paint on top of this
- Evidence of severe moss growth suggesting water runs down the wall frequently
- The end cap has slipped one end and evidence of further sealant been used to make a repair, whilst the cap holding the unit the other end is missing

Further comments were made in relation to the deterioration in the stability of the structure and the effectiveness of the drainage away from it. The surveyor has suggested part of this may have been caused by poor workmanship as the warm ceiling adds too much stress to the structure of the building.

The photographs provided support what the surveyor has said. The detail and reasoning within the surveyor's report makes this evidence persuasive. I appreciate Miss B and Miss B's own contractor said the rainwater entered the property through the cracked pane. However, the contractor didn't provide much to support his theory of what caused the damage. I'm also conscious that the contractor has limited independence, given he was the contractor quoting to complete extensive works on the conservatory for Miss B and Miss B.

Should Miss B and Miss B be able to provide further expert opinions to support their view of the cause of the damage, then I see no reason why Aviva wouldn't re-consider the claim if sufficient evidence was provided to sway them away from the findings of the expert surveyor.

I appreciate Miss B and Miss B has explained some of the work that has been carried out. However, the evidence points towards there having been problems with the roof / structure for a long ongoing period.

I think Aviva has relied reasonably on the detailed report of its appointed surveyor and I think the conclusions drawn are fair and persuasive. As I think Aviva has declined the claim in line with the policy conditions, I don't uphold this part of the complaint.

I appreciate Aviva and Miss B and Miss B have disputed whether a temporary covering was put over the broken pane preventing more water ingress. However, as I think Aviva has shown most of the damage was caused by wear and tear and not the broken pane, I don't think there is any need to consider this point any further. I don't think it had a significant influence on the damage.

Finally, I see Aviva did offer £150 compensation for the communication issues at the start of the claim. I think this is a fair offer to reflect the distress and inconvenience caused at a frustrating time. However, I can see after these issues were resolved, the claim progressed as I would've expected. Therefore, in summary I don't uphold this complaint.

### **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 Miss B and Miss B to accept or reject my decision before 29 April 2025.

Pete Averill  
**Ombudsman**