

## **The complaint**

Ms R has complained that Aviva Insurance Limited declined a claim she made on her commercial property insurance policy.

Reference to Aviva and Ms R includes their respective agents and representatives.

## **What happened**

The circumstances aren't in dispute, so I'll summarise the background:

- Ms R got in touch with Aviva to make a claim for internal damage caused by water ingress to the property following rainfall in July 2023.
- Aviva arranged for a surveyor to inspect the damage. Based on their findings, Aviva declined the claim. It said the damage was caused gradually – which isn't covered by the policy.
- Ms R said she hadn't been aware of any damage or problems prior to July 2023. Due to the nature of the business at her property, she was required to carry out regular checks for damage and maintain the building to a high standard – and hadn't found damage. She also said there had been unusually high rainfall prior to that time.
- Our investigator thought Aviva had acted fairly when it declined the claim.
- Ms R disagreed and provided further evidence. This was shared with Aviva. It didn't change its position and maintained it had acted fairly.
- As an agreement hasn't been reached, the complaint has been passed to me.

## **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.

- Ms R has been clear her claim isn't for the external roof covering – it's for the internal water damage only. So I'll limit my consideration to whether it was fair and reasonable for Aviva to decline the claim for the internal damage.
- The policy is 'all risks', so it covers damage to the property, subject to a number of terms and conditions. The term Aviva has relied upon to decline the claim says it won't provide cover for damage 'caused by or consisting of ... gradual deterioration or wear and tear'. As Aviva is relying on this term to decline the claim, the onus is on Aviva to show it likely applies.
- Aviva has said that if the evidence showed fresh water staining when the claim was made, it would usually cover this kind of claim – particularly if that evidence was

supported by weather records showing an influx of rain shortly before the damage was noticed.

- In principle, I think this is a fair position to take. It would mean sudden, unexpected water damage would be covered. But if the damage was of a more longstanding nature, the term noted above about gradual damage and wear and tear would apply and the claim would be declined.
- The key question for me is what the evidence shows about the nature of the damage.
- Aviva's surveyor thought the roof covering had been in a poor condition for a period of time and rainfall had highlighted that problem. They said the internal water damage had occurred over a period of time due to the condition of the roof.
- Ms R has provided evidence to challenge this professional opinion. The builder who inspected the damage in August 2023, and went on to carry out repairs, said the damage had been caused by 'recent' rainwater ingress after 'torrential rain'.
- The photos I've seen from both parties taken at, or shortly after, the time the claim was made, don't clearly show fresh water staining in my view. Much of the water damage looks more longstanding in nature.
- I note the builder has said the staining could be recent and appear to be older, as it can form quickly. I also note Ms R has described the requirement on her business to regularly check her property and maintain it to a high standard. If there were evidence of such checks – and they showed little or no water damage around or shortly before the time of the damage – that might help to support what the builder said and show the damage was likely sudden. But I haven't seen such evidence.
- I've seen weather records collected near to the property at the relevant time. They show consistent rainfall prior to the time the damage was noticed. But not particularly heavy rainfall at any point in time or short period of time. The records don't give the impression of a sudden influx of rainfall – it's more akin to gradual rainfall over time.
- Whilst Ms R has provided an article about bad weather from the relevant time, it describes the weather experienced in a very broad area. It noted particularly heavy rainfall in certain areas – but these aren't where the property is. So I don't find this more persuasive than the weather records, which are much more localised.
- Taking all of this evidence together, I'm satisfied Aviva has shown the water damage was more likely to have been caused gradually than suddenly. And, as a result, it acted fairly when it declined the claim.

### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 1 August 2025.

James Neville  
**Ombudsman**