

## **The complaint**

Miss S is unhappy that Aviva Insurance Limited (“Aviva”) declined her storm damage claim.

Any reference to what Miss S or what Aviva have said should be taken to include anything said on their behalf.

## **What happened**

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

In mid-October 2024, Miss S arrived home after heavy rain and found that the rainwater was leaking through her roof, damaging the interior ceilings too. The next day, she claimed under the storm damage peril of her buildings insurance policy, underwritten by Aviva.

As part of her policy, Miss S had home emergency cover, and an emergency repair was completed to make the roof safe. She contacted Aviva again and it arranged for a surveyor to visit. The surveyor concluded that the heavy rain had simply highlighted existing wear and tear rather than actually causing the roof damage.

Miss S didn’t feel that the surveyor had carried out a thorough inspection. She chased up the outcome of her claim with Aviva which told her it was declined as confirmed by the surveyor’s report. Dissatisfied with the outcome and the surveyor’s visit, Miss S complained to Aviva.

Aviva issued its final response on 9 December 2024 in which it said the damage was due to wear and tear and the policy didn’t provide cover for gradual deterioration. It maintained its decision to decline the claim. Unhappy with its response, Miss S brought her complaint to us.

Our investigator considered the cover available to Miss S for storm damage, but she didn’t think Aviva had declined the claim unfairly. Our investigator said the policy didn’t provide accidental damage cover, and she didn’t uphold Miss S’s complaint.

Miss S said she had accidental damage cover which should’ve been considered. She also repeated her original comments about having her roof repaired following a leak around five or six years earlier, so she felt she had maintained her home. Miss S said the cement only came out because of the direction of the rain, angled to the back of her house, which caused flash floods that had been reported locally.

Because Miss S didn’t agree, her complaint was passed to me to decide.

## **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 done so, I’ve decided not to uphold Miss S’s complaint for broadly the same reasons as our investigator.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. My role is to consider whether Aviva responded to Miss S's claim in line with those rules, and reasonably in all the circumstances, taking into consideration good practice, the law and what is likely to have happened given the evidence available.

The policy sets out the detail of the contract between Miss S and Aviva. In the policy booklet, a storm is defined as:

*unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. The wind speed or gust should normally exceed 55mph ... to be a storm but we take other factors into consideration such as where the property is sited.*

Miss S was made aware that the recorded weather for where she lives on the date of the damage doesn't meet the policy definition of a storm. So, I'm satisfied that Aviva declined her claim in line with the policy terms and conditions.

That said, I've listened to Miss S's account of events on the day the damage occurred. She described flash flooding caused by the sudden downpour of rain, angled such that it affected the back of her house. She found pieces of cement on the decking, which she knew hadn't been there the day before, and realised it was from the roof. Based on this description, local reports of flash floods, and for completeness, I've gone on to consider whether, if Aviva accepted there'd been a storm, the policy would've provided cover.

Under the storm definition, the policy states:

*"A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.*

I've looked at the home emergency report which states:

*defective roof, the back of the house, valley area. around the valley the cement between the tile and lead was cracked / missing / old. I used silicone to glue those holes in the area. to stop water from leaking inside the home."*

The surveyor's report states:

*"On inspection of the rear roof of the property it appears that the cement on the side of the valley has started to deteriorate incorrectly and this is where I believe the water has got in.*

*"There has been a temporary repair made recently.  
There is no storm damage to the roof*

*"The customer has been advised as there is no storm damage to the property and the issue is due with gradual deterioration of the cement but any repairs will not be covered"*

I think it's reasonable for Aviva to rely on the evidence provided by these two contractors who dealt with the repairs and assessed the cause of damage.

I realise Miss S had her roof repaired, in places, around five years before. While I don't doubt that Miss S maintained her home, the photo evidence shows the cement deterioration and supports the surveyor's report. Given the conclusions documented in the reports - and I haven't seen any contradictory evidence - I'm satisfied Miss S's storm damage claim was

declined in line with the policy exclusion for gradual deterioration.

Miss S said she had accidental damage as part of her Premier Buildings cover. I've looked at the policy schedule and booklet and, while I haven't seen direct confirmation that Miss S had accidental cover, it's implied. And Miss S, more recently, provided a statement from her insurer confirming that accidental damage was included in her cover while also stating that there was a policy exclusion for "*General wear and tear and gradual damage*".

Turning to page 44 of the policy booklet, under the heading of *General Exclusions*, it says:

*"These apply to all covers shown in this booklet*

*This policy does not cover:*

*8. Loss or damage resulting from any of the following:*

*a) wear and tear*

*c) any gradual deterioration, including but not limited to, atmospheric, climatic or weather conditions"*

Therefore, I'm satisfied that the claim would not have been covered under accidental damage.

I understand Miss S is going through some personal health matters and she just wanted the roof repaired under her policy. I'm sorry to hear about her circumstances. However, on considering the evidence, I haven't seen anything to indicate that Aviva has treated Miss S unfairly, or has unreasonably declined her claim.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Miss S's complaint.

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

Debra Vaughan  
**Ombudsman**