

The complaint

Mr and Mrs D complained that Aviva Insurance Limited (“Aviva”) unfairly assessed their claim for storm damage, and subsequently declined it, under their home buildings insurance policy.

I’ll refer to Mr D in my decision for ease.

References to Aviva include its agents and contractors.

What happened

Mr D contacted Aviva to make a claim on 17 February 2024. He reported damage to his guttering and to the mortar edging around his roof. He said this was caused by strong winds during Storm Isha that occurred in January. Mr D received no contact from Aviva. He chased progress a few weeks later and was told that due to a mistake nothing had happened with his claim. Following this Aviva arranged for an assessment of the damage on 4 April.

Mr D didn’t think the surveyor behaved professionally and told him he was there to decline the claim. He said the surveyor only looked at the front of his house. He asked if he was going to inspect the side elevation, but the surveyor declined. He was then told the claim would be rejected.

Mr D disputed this outcome. He said Aviva told him that a camera on a pole would generally be used to take ‘better’ photos of the damage. But it had been ‘too gusty’ on the day of the inspection for the surveyor to do this. Mr D disputed this and said it wasn’t gusty. He said the business subsequently agreed to pay for the guttering damage. This was due to the storm force winds that were experienced. But it declined to cover the mortar issue. Mr D didn’t think this was fair and complained.

In its final complaint response on 25 July 2024 Aviva apologised to Mr D for the delays and uncertainty regarding his claim. It said the guttering aspect had been upheld but it maintained that the mortar damage was due to gradual deterioration and wasn’t caused by a storm.

Mr D didn’t accept this response. Aviva sent a second complaint response in August 2024. It maintained its decision but offered £150 compensation. This was to acknowledge the initial claim delays and the comments made by its surveyor. Mr D thought the business had treated him unfairly and referred the matter to our service.

Aviva then contacted our service to offer an increased compensation payment totalling £300. This was in addition to paying for the guttering repairs. We put this to Mr D but he didn’t accept. One of our investigator’s then considered his complaint. She said Aviva’s decision to decline the mortar damage was reasonable based on its surveyor’s findings. In addition, she thought its latest offer of compensation was fair to acknowledge the poor service and the claim delay.

Mr D maintained that the survey was flawed. He said he couldn’t understand why the

guttering would be covered when the mortar damage wasn't. Our investigator didn't change her mind, so he asked for an ombudsman to consider his complaint.

It has been 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'm upholding Mr D's complaint in part. Let me explain.

It's for the policyholder to show that they have suffered from an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can rely on a policy exclusion not to. Mr D said the damage to his home was caused by the named storm 'Isha'. So, I've focused on this here.

There are three questions we take into consideration when determining whether a storm caused the damage in question. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

Storm Isha affected the UK on 21 and 22 January 2024. So, I've looked at weather data from around this time. The weather station that recorded the data is around three miles from Mr D's home.

The maximum wind speed recorded on 21 January 2024 was 62mph. Mr D's policy doesn't provide a definition for a storm. But we think that a storm generally involves violent winds usually accompanied by heavy rain, hail, or snow. The wind strength recorded around the time of Mr D's loss is what we would consider to be storm force. So, the answer to question one is yes. Storm conditions did occur around the time the damage was reported to have happened.

Damage to guttering is fairly typical of damage caused by storm force winds. Damage to mortar is less typical, I'll refer to this in my consideration of the next question. But I'll accept the answer to question two as yes.

The final point I need to be satisfied with is that a storm was the underlying cause of the damage. To understand more I've read the surveyor's report that Aviva provided. I've copied the relevant excerpts below:

"A piece of corner guttering was blown down by storm winds and numerous parts of pointing have fallen down at each end of the roof where slabs are positioned. Concerns over water increase at these [sic] and possibility of slabs coming loose and falling... Inspection found that the damage has occurred as a result of No Evidence of Peril Related Damage [sic]. The claim outcome has been agreed as Full Repudiation and the policyholder has been informed."

The surveyor's findings are set out very briefly. There is little explanation as to why the

damage wasn't thought to have resulted from a storm. However, the surveyor provided further comments in a subsequent email sent to Aviva. I've copied the relevant excerpts from this below:

"The damage seen to this mortar is not consistent with what we would expect to see from an instance of Storm. There are no signs of any impact or lifting to the mortar, rather areas appear to have become detached. This would usually indicate either a poor mortar mix or similar installation issue to the mortar, allowing for this deterioration to take place more rapidly. Gable ends are a very exposed area of the property and are more susceptible to attack from the elements. Visibly cracked or missing sections like those seen are signs that this area requires maintenance attention."

I've looked carefully at the photos of the roof line taken by Mr D. These show where the damage occurred to the mortar verge. Large sections of the mortar are missing, and there are other sections showing partial damage. I acknowledge Mr D's view, but I think the photos of the damage support what the surveyor said in his follow up email.

I've thought carefully about Mr D's view that it's unreasonable to accept that a storm damaged the guttering but not the mortar. I can understand his point and his frustration at the decline decision. But guttering is susceptible to damage from strong winds given it protrudes from building at height. The mortar is bonded to the brick. If applied correctly and in good condition, it should withstand storm force winds. If the damage was the result of impacts from flying debris, there would need to be a lot of impacts across a large area of the mortar. I think it's more likely that the underlying cause of the damage is the poor condition of the mortar, or that it hadn't been applied/installed correctly. This would explain how it has detached from the brick. Aviva's policy terms and conditions exclude damage that occurs gradually.

So, the answer to question three is no in relation to the mortar damage. This means Aviva can reasonably decline this aspect of Mr D's claim.

I've considered if there's alternative cover available under Mr D's policy in these circumstances, such as accidental damage insurance. But I can see from the policy terms that the exclusion for gradual causes applies here as well.

From the claim records there is reference to Aviva accepting the guttering claim after review. It said that it had given "*the benefit of the doubt*" to Mr D because of the wind speeds. But it also said, as per its surveyor's report, that there were no brackets to hold the damaged section of the guttering in place.

The report Aviva originally sent didn't mention the guttering. However, it has since supplied a full copy of the surveyor's report. In this the surveyor said the corner guttering had no visible brackets to support it. He said it was fixed in place by the joints. The surveyor said that the recent winds had highlighted this issue.

There was only one photo attached to the survey report Aviva supplied initially. However, it has since supplied more photos that its surveyor took of the side and front elevations of Mr D's house. This shows the section of guttering in question. I can't see any fixings holding the corner section in place – rather it appears to be held together by the joints, as described by Aviva's surveyor. Based on this evidence the business could have an argument to decline this aspect of Mr D's claim. But as it has agreed to provide cover for the damage caused to the guttering, I won't consider this point further.

I've thought about the standard of service Mr D received and his concerns with the behaviour of Aviva's surveyor.

I acknowledge what Mr D said about a camera on a pole that could have been used. But the conditions were very windy on the day of the inspection. I can see that wind gusts up to 52mph were recorded. Based on this I don't think Aviva's explanation of why this wasn't used was unreasonable.

I acknowledge Mr D's comments that the surveyor didn't inspect the rear elevation of his house. Having watched the CCTV footage he provided I can't see that he went around the back. I agree that this would have been a reasonable course of action. But from the photos Mr D supplied the damage to the mortar is the same on all the elevations. So, although I agree that for completeness the surveyor should have looked at all the damage. I don't think the decision not to cover the cost of repairs was unfair.

I acknowledge Mr D's testimony that the surveyor told him he was there to decline the claim. Clearly this isn't something the surveyor should say when attending a claim inspection. The surveyor's role was to inspect the damage prior to deciding if cover was in place. This caused Mr D frustration. In addition, there was a delay of several weeks before the surveyor inspected the property. From what I've read this should have happened sooner and again caused frustration and inconvenience for Mr D.

Having considered all of this I don't think it was unfair for Aviva to rely on its policy terms to decline Mr D's claim relating to the damaged mortar. It's agreed to cover the cost of the guttering repairs, but I won't ask it to do any more than this. But because of the incomplete and delayed inspection, and the frustration its surveyor caused, it's fair that Aviva pays Mr D compensation. I think its offer of £300 is fair. So, I can't fairly ask Aviva to do more than this.

My final decision

My final decision is that I uphold this complaint in part. Aviva Insurance Limited should:

- pay Mr D a total of £300 compensation; and
- settle Mr D's claim for the damaged guttering if he wants this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D and Mr D to accept or reject my decision before 17 November 2025.

Mike Waldron
Ombudsman