

The complaint

Mr W has complained that Aviva Insurance Limited (Aviva) unfairly declined a claim under his home insurance policy.

References to Aviva include companies acting on its behalf.

What happened

Mr W made a claim for storm damage. The same day, Aviva declined the claim and said the damage was due to wear and tear. Mr W asked Aviva to reassess the claim. Aviva then offered Mr W £391.95 to settle the claim, which would be a payment of £41.95 after the excess was deducted. Mr W obtained his own quote for the work, for £1,200, which he submitted to Aviva.

Aviva said it would send a surveyor to assess the damage. Following two missed appointments, the surveyor assessed the damage. Aviva then declined the claim based on gradual damage and poor workmanship.

Mr W complained about the claim decline and how his claim had been dealt with by Aviva. When Aviva replied, it maintained its decision to decline the claim. It offered £300 compensation for the issues with how the claim was handled.

When Mr W complained to this Service, our Investigator didn't uphold it. She said Aviva's survey, along with online images, showed there were pre-existing issues with the roof. So, she said it was fair for it to decline the claim based on wear and tear and poor workmanship. She also said the £300 Aviva offered for the poor service was fair in the circumstances.

As Mr W didn't agree, the complaint was referred 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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there was a storm. Aviva also noted that windspeeds reached 81mph. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is about the main cause of the damage. When Aviva's surveyor assessed the damage, the surveyor's report said:

"Upon inspecting the main roof, which is in fair condition, we observed damage to the mortar fillet on the verge and to the tiles at the rear. In our opinion, this damage is not consistent with an insurable storm-related peril and has resulted from the crumbling mortar on the verge's left-hand side, which is falling out from under the tiles. Evidence from [online images] indicates that this damage began around July 2022. The tiles at the rear, which have been dislodged, were historically fixed in place with mortar. This mortar has lifted the tiles, leaving gaps at the joints, allowing wind to get underneath and further dislodge them. This work reflects poor workmanship, as the tiles are left protruding rather than flush. We have advised the policyholder to hire a professional repairer. To restore the main roof to its original pre-loss condition, the necessary repairs will need to be conducted by a contractor chosen by the policyholder."

In the report, there were also photos of the roof that were consistent with the issues identified, along with an online image from July 2022. I've also looked online at the image included in the report and saw issues with the mortar along the roof edge at that time. From what I've seen, I think the report fairly identified pre-existing issues with the roof. These were found to be down to wear and tear and poor workmanship. Looking at the policy, this said it didn't cover damage caused gradually or faulty materials or workmanship. So, I think it was fair for Aviva to decide there wasn't cover under the policy.

However, I'm aware Mr W has raised several issues about how Aviva dealt with the claim. So, I've thought about whether these made a difference to whether Aviva should have covered the claim.

Mr W said the surveyor didn't carry out a proper investigation of the roof damage, including not going on the roof or using a drone. I should note that the onus is on a policyholder to show they have a valid claim, although an insurer will often investigate this on a policyholder's behalf. Where an insurer uses a surveyor, the surveyor should be able to show how they reached their outcome on the cause of damage. For this claim, the surveyor assessed the claim from ground level and took photos of the damage, which showed the cause of damage. I think that was reasonable. A surveyor isn't required to go on the roof or use a drone.

Mr W also provided a valuation survey from when he bought the property in 2023, which he said didn't raise concerns about the condition of the roof. From what I can see, this report was limited in what it commented on. In a section titled "*essential repairs*", it said "*None regarded essential for mortgage loan purposes*". So, I think this indicated that a key purpose of the survey was about whether there were issues for the purposes of offering a mortgage, rather than a more detailed structural survey. I don't think this showed there wasn't an issue with the mortar. However, I'm also aware Mr W was concerned that Aviva didn't seem to consider this report, despite him providing it with a copy. I can understand Mr W would have found this concerning and frustrating, but I haven't seen evidence this showed Aviva's decision about the claim was wrong.

I've also looked at Aviva's service overall. Aviva accepted its service had been poor, including missed surveyor visits and long call wait times. It apologised and offered £300 compensation. In addition, I'm aware Aviva declined the claim the same day Mr W first opened it and was then unable to identify why it had made this decision. I note it then reassessed the claim and made a claim settlement offer that Mr W considered too low. Following this, it arranged for a surveyor to assess the damage. So, I think it took steps to address some of the issues with its claim handling.

However, Aviva also said Mr W had declined a surveyor appointment and then accepted it a short time later, by which time it had been offered to someone else. I'm aware Mr W disputes this and has said Aviva had tried to blame him for its own error. I'm also mindful Aviva seemed to decline to consider Mr W's valuation report because it seemed to consider its own assessment was sufficient. I can understand that Aviva's handling of the claim would have concerned Mr W, including whether it had fairly evaluated the full circumstances of the claim. However, I'm also aware that, based on what I've seen, its decision to decline the claim was fair based on the available evidence. Having thought about this carefully, I think the £300 compensation Aviva offered was fair for the issues with the claim and in line with what I would have said it should pay if it hadn't already offered this.

As a result, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 29 October 2025.

Louise O'Sullivan
Ombudsman