

## **The complaint**

Mr D complains Aviva Insurance Limited (Aviva) declined the claim he made under his home insurance policy.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In December 2024 Mr D reported a claim to Aviva under his home insurance policy. He said he had noticed water entering his property following a period of bad weather. Aviva asked Mr D to provide information to support his claim. This included evidence Mr D had carried out repairs to his property following a claim it had previously declined a few months before. It then arranged for a surveyor to visit Mr D's property to inspect the damage.

Following the surveyor visit, Aviva declined Mr D's claim. It said the rainwater had been entering Mr D's property over a long period of time, and this was caused by the flat roof being at the end of its functional life. It said this would be considered wear and tear which was excluded under the terms of Mr D's policy. Mr D was unhappy with the way his claim had been handled, and that Aviva had declined his claim and so raised a complaint.

On 19 February 2025 Aviva issued Mr D with a final response to his complaint. It said it had found no evidence to overturn its decision on Mr D's claim. It also said it hadn't caused any undue delays when dealing with Mr D's claim. Mr D referred his complaint to this Service.

Our investigator looked into things. He said he thought the damage was consistent with how the surveyor had reported it and the roof appeared to be at the end of its functional life. He said he thought it was reasonable for Aviva to decline Mr D's claim. He also said he didn't think Aviva had caused any unreasonable delays when considering Mr D's claim.

Mr D didn't agree with our investigator. He provided a detailed response but in summary he said:

- The damage to his property was caused by a one-off storm event in December 2024.
- His property was structurally sound prior to the storm and the roof was regularly inspected.
- He is very experienced in the building industry and both he, and professional colleagues, agree the water ingress and damage is consistent with a one-off storm event.
- He was unhappy he hadn't been invited to submit a separate claim for his damaged contents under his home insurance policy.

As Mr D didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mr D's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr D and Aviva I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I'm aware Mr D is unhappy he wasn't invited to submit a separate claim for his damaged contents. However, this was only raised after Aviva issued its final response of 19 February 2025 and so doesn't form part of this decision. This decision focusses on Aviva's decision to decline Mr D's claim and the way it handled it. I've addressed the key points separately

### *Claim decline*

The relevant rules and industry guidelines explain Aviva shouldn't unreasonably reject a claim. Aviva have said the damage to Mr D's property has been caused by wear and tear rather than because of a one-off storm event. It quoted a general exclusion in the policy which states:

*'What is not covered:*

#### *12. Wear, Tear and Gradually Operating Causes*

***We will not pay for damage caused by wear and tear, or any other gradually operating cause.'***

I've therefore considered whether this is reasonable in the circumstances.

When considering whether a claim for storm damage should be successful we consider the following:

- Were there storm conditions on or around the date the damage is said to have happened?
- Is the damage consistent with the damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid. Aviva have accepted there were storm conditions on or around the date Mr D has said the damage happened. It also hasn't suggested the damage caused is inconsistent with the type of damage a storm typically causes. Therefore, I've considered whether the storm conditions were the main cause of the damage.

The surveyor who visited Mr D's property has taken a number of photographs, including of Mr D's flat roof, and has provided a report. In their report they have said the damage to Mr D's roof has been caused by a natural breakdown of materials, and the internal damage has been caused by rainwater entering the property over a period of time. I've reviewed the photographs included in the surveyor report and I think they support the conclusions the surveyor has reached. Given this surveyor visited Mr D's property, and has the relevant

expertise in the field, I think it was reasonable for Aviva to rely on their report when reaching its decision on Mr D's claim.

Mr D has provided a report which states the structure to Mr D's property looked to be in good repair and suggests the damage was caused by the poor weather conditions. However, this report has been produced both for and by Mr D, and so I don't think it can be seen as independent. And whilst I don't doubt Mr D's experience in the building industry, I don't think this report is more persuasive than the surveyor report Aviva have provided. Mr D has also mentioned another report from a contractor, however I can only see this contractor provided a quote for a replacement roof and hasn't commented on the cause of the damage.

I'm also aware Mr D submitted a claim to Aviva in September 2024 after he noticed water entering his property. Mr D has said he carried out temporary repairs to his flat roof, and so he didn't carry out a full repair or replacement. And whilst he's said his roof was regularly inspected, I've not seen any evidence to show this was the case. So, I think this supports Aviva's conclusion that the roof had reached the end of its natural life and water had been entering the property over a period of time.

Taking everything into consideration, I think Aviva have reached a reasonable conclusion based on the evidence available to it. I think the evidence suggests the damage to Mr D's property wasn't caused by storm conditions but rather the storm conditions highlighted an existing wear and tear issue. As Mr D's policy specifically excludes damage caused by wear and tear, I think it was reasonable for Aviva to decline Mr D's claim.

#### *Claim handling*

The relevant rules and industry guidelines explain Aviva should handle claims promptly and fairly.

I can see following Mr D reporting his claim, Aviva asked for him to provide estimates for repairs and a report on the cause of damage. However once received it also required evidence Mr D had carried out repairs following his previous claim. Aviva are entitled to validate a claim, and I think its requests for information were reasonable and relevant to the claim.

As Aviva were unable to validate the claim based on the images and estimates Mr D had provided, it arranged for a surveyor to attend Mr D's property. Mr D's claim was declined following the surveyor visit. I think this was carried out within a reasonable period of time and so don't think Aviva have caused any unreasonable delays when dealing with Mr D's claim.

Mr D was unhappy Aviva didn't provide him with any assistance in relation to temporary repairs during this period. However, Aviva hadn't accepted Mr D's claim and so I don't think it was responsible for arranging temporary repairs to Mr D's property. And whilst Mr D has said he didn't know how to protect his property without this assistance, he has also said he is very experienced in the building industry and said he carried out temporary repairs to the flat roof previously. So, I'm not persuaded Mr D wouldn't have been able to arrange temporary repairs without Aviva's assistance should he have deemed it appropriate.

So, taking into consideration the available evidence, I think Aviva have acted fairly when it dealt with Mr D's claim.

#### **My final decision**

For the reasons I've outlined above, I don't uphold Mr D's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 15 October 2025.

Andrew Clarke  
**Ombudsman**