

## **The complaint**

C, a limited company, complains about Aviva Insurance Limited's (Aviva) decision to partially decline a claim for storm damage made under its buildings insurance policy.

Any references to Aviva include its agents. C is being represented by Mr W.

## **What happened**

In December 2024, C made a claim to Aviva saying storm conditions had caused damage to the property. C said a flat roof had become detached, enabling water to enter the top of the building and causing internal damage to two flats, one of which belonged to Mr W.

Aviva said it would consider claims for the internal damage, guttering, and fascia but not the damage to the roof. Having arranged for this to be inspected by a forensic scientist, Aviva considered the roof was reaching the end of its life expectancy at the time of the storm. Aviva said the adhesive used on the flat roof hadn't been adequately applied, and it considered this contributed to the damage.

Mr W complained on C's behalf. He didn't agree there were issues with the roof. Aviva didn't alter its decision, so Mr W referred C's complaint to the Financial Ombudsman Service. It was considered by one of our investigators who said the expert evidence provided by Aviva was persuasive in setting out the condition of the roof had gradually deteriorated, so it hadn't unfairly declined the claim.

Mr W didn't agree and provided some further information for our investigator to consider. But as this didn't cause her to reach a different conclusion, this matter 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.

When considering a complaint about storm damage, we consider three key questions. These are:

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?

Aviva accept storm conditions occurred at the time of the damage, and the kind of damage to a roof claimed for can be caused by storm conditions. So, the crux of this dispute is the third question and whether the storm conditions were the main cause of the damage.

I've started by considering the findings of the forensic scientist appointed by Aviva who inspected the flat roof. He said there was evidence to suggest the adhesive used to bond the

roof covering to the underlay and plywood deck had been applied sporadically. This conclusion was supported by photographs of the underneath of the felt roof, whereby circular patches of adhesive could be seen, as well as evidence of delamination between the plywood deck and the roof covering. The findings of the report suggested the adhesive was not adequately bonded and the roof itself predated 2010, and perhaps as far back as the 1990s. Overall, the forensic scientist concluded the roof had been poorly installed, and hadn't been maintained, and this was why the damage had occurred.

Mr W provided his own evidence. This was a report from a roofer who said whilst it was correct the roof had been partially bonded in some places, there were two further layers which had been fully bonded. The roofer said he considered the roof had been upgraded to a fair standard. Mr W also said the roofer had attended numerous other call outs locally, as a direct result of the storm conditions that had occurred.

In the face of conflicting evidence, I need to decide which account I am more persuaded by. Here, I'm more persuaded by the report provided by Aviva. The report is more detailed and accompanied by photographs which support the findings set out in the report. It's clearly seen these photographs that adhesive had been partially applied, and the findings the roof had likely been in place before 2010, with no accounts of the roof undergoing any kind of maintenance, lead me to conclude it's more likely than not that the roof had been poorly installed and not appropriately maintained.

I appreciate storm conditions occurred at the time the roof was damaged, but I consider Aviva has shown, on balance, that the storm conditions were not the main or dominant cause of the damage. So, while I'm very sorry to disappoint C and Mr W, I'm not going to require Aviva to do take any further action in respect of the damaged flat roof.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 16 September 2025.

Emma Hawkins

**Ombudsman**