

The complaint

Mr D complains that Aviva Insurance Limited declined a claim he made on his home insurance policy for roof damage.

Reference to Mr D or Aviva includes their respective representatives.

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.

Our investigator thought Aviva had acted fairly. I agree, and for the same reasons, so I don't think it's necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr D got in touch with Aviva after part of the roof and upper wall of his home collapsed.
- The policy covers damage to the building caused by storm. The policy says it doesn't cover wear and tear or damage that happens gradually over a period of time. This is in keeping with most home insurance policies, so it's not unusual. In short, it means for the claim to be covered, it must be shown that:
 - There were storm conditions in the area at the relevant time, *and*
 - Those conditions were the main cause of the damage.
- Aviva checked the weather records for the area close to Mr D's property and found storm force winds of 60-70 mph. That means there's no dispute there were storm conditions and the first point above is met.
- The key question is whether those conditions were the main cause of the damage.
- Aviva looked at photos of the damage provided by Mr D, and also at historic images of the building using a well known internet facility. It thought they showed the roof damage had been caused by wear and tear over time, rather than suddenly due to the winds. It later inspected the damage and maintained the same position.
- Aviva said the outer brickwork, which had partially collapsed, wasn't sufficiently fixed to the inner brickwork. And mortar within the brickwork had perished over the years. I think the photos taken by Mr D and Aviva after the damage support this. And the historic photos indicate these problems had been present for some time.
- Mr D questioned whether Aviva had checked if any repairs had been carried out between the historic photos and the damage. I think the point he was making was that any damage or problems in the historic photos *could* have been repaired after the photos were taken and before the damage happened.

- I agree it would be relevant if such repairs had taken place. If they had, Mr D was welcome to let Aviva know that. He didn't do so, so I assume such repairs didn't take place. But he remains welcome to tell Aviva if they were and share the details. If he does so, I would expect Aviva to consider whether that changes its position.
- Mr D provided this Service with comments from a company I'll call M, which I understand is a structural engineer or surveyor. M said the weakness had occurred over time, due to the failure of wall ties and a brick soldier course. It also said cracks and movement were present prior to the storm. M didn't say the damage was consistent with, or had been caused by, the storm.
- In my view, M's comments are consistent with, and support, Aviva's position about the cause of the damage. I haven't seen any other professional opinions about the cause of the damage that might challenge Aviva's position.
- As a result, I'm satisfied the storm wasn't the main cause of the damage. Instead, there was damage prior to the storm, as a result of gradual deterioration. The storm highlighted the existing damage and made it worse – but it didn't cause the damage. In these circumstances, it's clear the damage isn't covered by the policy.
- M also said it was unfair to expect a homeowner without any expertise to identify structural defects unless they were highlighted in a survey or the homeowner was alerted to a problem by other damage, such as a water leak or crack. I think Mr D's wider point is also about fairness. I understand he's in a vulnerable position and would appreciate help financing vital and potentially expensive repairs to his home.
- I'm satisfied Aviva has treated Mr D fairly. Its policy covers damage caused in certain ways only, such as storm, and the available evidence shows the damage wasn't caused in such a way. Whilst the costs associated with putting the problem right may put Mr D in a difficult financial position, that doesn't mean Aviva has acted unfairly. Aviva is entitled to decline the claim in line with the policy terms.
- Aviva hasn't required Mr D to have any building expertise or similar. Even if he had been aware of the problems sooner, they still wouldn't have been covered by the policy. Simply put, the problems which led to the damage amount to wear and tear or gradual deterioration – and that's not covered by the policy. Most home insurance policies provide similar cover to Aviva's and it's highly unlikely that any insurance policy would cover damage of this nature.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 12 November 2025.

James Neville
Ombudsman