The complaint

Mrs A and Mr A complain Aviva Insurance Limited unfairly declined their buildings Insurance claim.

Mrs A and Mr A are being represented in their complaint by Mrs H.

All references to Aviva also include its appointed agents.

What happened

Below is intended to be a summary of what happened and does not therefore include a full timeline or list every point that has been made.

- Mrs A and Mr A are the landlords and owners of a property. This property is an end of terrace in a row of houses.
- In 2023, they said work was completed to a neighbouring property. This involved renovations to the roof including the replacement of tiles.
- Around July 2024, Mrs A and Mr A noticed slight movement in their roof and made a claim.
- Aviva sent a structural engineer to the property to assess the property, however a week later, before a report was issued, Mrs A and Mr A said the roof suffered significant movement causing visible damage to the front of the property.

Aviva have subsequently declined the claim. In its report, Aviva's surveyor said:

- The internal loft area showed the external leaf of brickwork had moved forward away from the front elevation.
- The right-hand party wall had been reduced in height previously.
- A joint to the ridge of the neighbouring property had dropped significantly.
- The ridge board to Mrs A and Mr A's property had failed close to the propping of the party wall.
- The forward most purlin was not sufficiently seated.
- It observed what it believed to be an inherent defect with bowing and lateral movement to the front elevations at eaves level in other neighbouring properties in the terrace.
- It concluded the damage had been caused by roof spread, brought about by inadequately supported rafters and this was something that had occurred gradually over several years.
- It said the party wall had been reduced in height and a timber post had been used to support the ridge which was insufficient. It said movement of this post was inevitable under the load of the roof.
- It said the weight of the neighbour's replacement roof tiles may have exacerbated the problem with the shared party wall. But said it considered the failure of the wall was inevitable regardless.

- It said the spread had been observed across other properties in the terrace, and regardless of the issues with the neighbouring property, failure was inevitable at some point.

Mrs A and Mr A disagreed with Aviva's decision and said the following:

- It was unfair for Aviva to exclude the claim for wear and tear. They said every roof will experience gradual wear and tear over time due to environmental changes and is part of its lifecycle, and denying the claim for this reason overlooks that this is a normal process and wouldn't usually be something that would cause a roof to collapse on its own.
- They said the policy is designed to provide cover against unexpected and sudden losses. They said the incident was sudden and unexpected and so feel the exclusion cannot be fairly applied.
- Mrs A and Mr A said Aviva delayed providing them with a copy of its surveyor's report and raised concerns that it fails to accurately reflect the roofs condition over previous years, only documenting defects from its recent collapse, rather than its previous condition. They said they kept the roof well maintained and safe.
- They said they've been forced to provide their tenants with alternative accommodation as well as bearing costs for replacing and repairing the property.

In its final response, Aviva maintained its decision to decline the claim. It said:

- Its surveyor's findings had set out the cause of damage was due to inadequately supported rafters and was consistent with damage that happened gradually – which was excluded from cover. It also said photos of the roof from July 2023 appeared to show the roof in poor condition, supporting the roof had suffered from wear and tear.
- It acknowledged that it had delayed providing a copy of the report to Mrs A and Mr A and offered £100 in recognition of this.
- Mrs A and Mr A weren't satisfied with Aviva's response, so they brought their complaint to our service.

Our investigator's view

Our investigator didn't recommend the complaint be upheld. She said from what she'd seen, she wasn't persuaded the damage to the roof had been caused by a one-off incident. She said whilst the roof had moved, she was more persuaded by what Aviva had said, that there had been a lack of stability in the loft for some time with temporary struts resting against the party wall. And so she was more persuaded this had happened gradually. She wasn't persuaded this was unforeseen, demonstrated using a temporary strut.

She said as the policy excluded gradual damage; Aviva hadn't acted unfairly in declining the claim.

She considered the compensation offered by Aviva was fair in recognising the impact of the delay in providing its report.

Mrs A and Mr A disagreed with our investigator's view of the complaint. In doing so they've provided a report from another surveyor ("T"). T's report set out their comments applied to the neighbouring and adjacent properties in addition to Mrs A and Mr A's.

In their report T said:

- The roofs were supported on timber rafters. which were supported on one timber purlin to the front roof pitch and one to the rear. Spanning from party wall to party wall.
- At the ridge, the rafters were joined onto a ridge board. And ceiling joists attached to the rear rafters on the line of the main rear elevation.
- However, at the front the rafter sits on the wall approximately four brick courses above the ceiling joists. They said this results in a lack of triangulation and lack of tying in the original roof construction and potential for the roof to exert a lateral thrust on the walls, particularly the front elevation.
- They said from observing an adjacent property's roof space, the rear purlins appear to have been installed vertically, whilst the front ones were installed on an angle perpendicular to the roof slope, which did not effectively build in or restrain the purlins and was a concern with the front slope, leaving potential for them to slip or rotate under loads from the roof.
- They noted the adjacent properties had the highest courses of brickwork rebuilt previously following a collapse.
- T said the end of the front purlin to the neighbouring property which sits on the party wall between the two properties, had displaced forwards and dropped onto a lower section of the party wall. The front rafters and roof tiles have moved forwards with the purlin and separated the rear rafters and tiles at the ridge. It said on the front elevation the highest courses of the outer brickwork have collapsed outwards. This is likely to have occurred due to the movement of the roof.
- The replacement of original slates with thicker, potentially heavier concrete tiles on their neighbours roof likely increased the weight of roof being supported by the rafter and purlin arrangement.
- When combined with the deficiencies in the original construction of the house, and the lack of any improvement to roof triangulation, this appeared likely to have contributed to the collapse of the roof.
- The collapse of the front pitch of the roof of the neighbouring property caused Mrs A and Mr A's to be brought forward with it and therefore it was likely the collapse of the front pitch of the neighbours' property which caused the displacement of the front pitch on the roof of Mrs A and Mr A.

Our investigator provided this to Aviva for comment as this was new information.

Aviva said its surveyor had viewed the report. It said it didn't see any mention of an event such as a storm being the contribution to the roof collapsing.

It also highlighted comments in T's report regarding the cause of damage supported its reason to decline the claim.

Our investigator reconsidered everything but still maintained her recommendation the= complaint be upheld.

Mrs A and Mr A disagreed and asked for an ombudsman to review the matter. They said Aviva's opinion that the damage is due to gradual deterioration wasn't supported by any definitive evidence. They said the damage was the result of a sudden incident caused by an external force.

While Aviva said roof spread had occurred due to inadequately supported rafters, it didn't rule out the possibility that an external force triggered the damage.

They said prior to the incident the roof was fit for purpose, with no deterioration or structural concerns that indicated a long-term issue existed.

They said there was no evidence there was an inherent defect in the roof and any reinforcement measures, such as the strapping of the strut, were not an indication of deterioration.

My provisional decision

I issued a provisional decision on 15 July 2025. In my provisional findings, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I understand Mrs A and Mr A feel strongly about what has happened. I want to assure them I've read and considered everything they've said and provided very carefully. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mrs A and Mr A, and by Aviva, to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I'm intending to uphold this complaint for these reasons:

- *Both Aviva and T have set out that there is an issue with the way the roof is constructed.*
- *However, having reviewed everything available to me I'm more persuaded the damage has happened in the way that T has said. That the dropping of the purlin to the neighbouring property caused the forward displacement and has brought the roof of Mrs A and Mr A's property with it.*
- *While I appreciate there is a concern with the construction of Mrs A and Mr A's roof – and Aviva assert this was inevitably going to fail, I'm not persuaded this is what has happened here.*
- *There is damage to both Mrs A and Mr A's and the neighbouring properties, Aviva themselves have noted the neighbouring property was already suffering from greater effects of roof spread, and it is acknowledged by both Aviva and T that the use of the neighbour's roof tiles was likely to have contributed or exacerbated the situation.*
- *Aviva haven't offered any comment that contradicts the opinion of T, that the movement from the neighbouring property is likely to have triggered the damage to Mrs A and Mr A property. It has focussed its subsequent comments primarily on T's comments about the tiles.*
- *I also consider the roof had continued to function for some time prior to this. So, while Aviva have noted the roof would eventually fail, it hadn't, and I'm not persuaded it would have at that moment had it not been for the events originating from a sudden external force from the neighbouring property.*
- *So, I'm not persuaded this is something that has happened gradually, and I don't think Aviva can fairly apply the exclusion it has to decline the claim.*
- *I can see Mrs A and Mr A's policy covers accidental damage – for any events that are sudden, unintentional or unexpected. So, I think Mrs A and Mr A reasonably had a valid claim here and Aviva should now proceed to deal with it.*
- *I can see Aviva have offered £100 to recognise the delay in providing Mrs A and Mr A with its report. I however think more compensation is due here. Mrs A and Mr A have had the distress and concern of having to bear costs for fixing the roof and in*

the circumstances, I think it's reasonable Aviva increase the total compensation offered to £300 to recognise this.
- *I can also see the policy includes cover for loss of rent. I can see Mrs A and Mr A have said they needed to place their tenants in alternative accommodation, so Aviva should consider this and all other relevant claim related aspects.*

Putting things right

I intend to direct Aviva to:

- *Proceed to deal with the claim under the remaining terms and conditions of the policy*
- *Reimburse any cost Mrs A and Mr A may have incurred for T's report. Plus, interest at 8% simple per year from the date they paid for the report to the date Aviva makes payment.*
- *Pay Mrs A and Mr A £300 compensation".*

Responses to my provisional decision

Mrs A and Mr A accepted my provisional decision.

Aviva didn't agree with my provisional decision. It said if the roof was in good condition, the issues with the neighbouring roof would not have impacted it. It said there were various comments in the reports that showed the roof was in poor condition – Aviva says it feels I've disregarded these comments.

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've reconsidered all the available information along with Aviva's additional comments, but it doesn't change my decision – or my reasoning.

I have considered the comments in both Aviva and T's reports. But as I set out in my provisional findings, while there is a concern with the construction of Mrs A and Mr A's roof – and Aviva assert this was inevitably going to fail, I'm not persuaded this is what has happened here. And I'm not persuaded it would have at that moment, had it not been for the events originating from a sudden external force from the neighbouring property.

So, for the same reasons as set out in provisional decision I uphold this complaint. I think Aviva acted unreasonably in declining Mrs A and Mr A's claim.

Putting things right

To put things right, I direct Aviva to:

- Proceed to deal with the claim under the remaining terms and conditions of the policy
- Reimburse any cost Mrs A and Mr A may have incurred for T's report. Plus, interest at 8% simple per year from the date they paid for the report to the date Aviva makes payment.
- Pay Mrs A and Mr A £300 compensation.

My final decision

My final decision is that I uphold Mrs A and Mr A's complaint.

To put things right I direct Aviva Insurance Limited to do as I’ve set out above.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs A and Mr A to accept or reject my decision before 2 September 2025.

Michael Baronti
Ombudsman