

The complaint

Mr S has complained about Aviva Insurance Limited's handling of his claim under his home insurance policy.

What happened

The details of what happened are well known to both parties, so I will just summarise them here.

- Mr S has a home insurance policy with Aviva, which provides buildings and contents cover.
- In November 2023, he made a claim following an ingress of water after a period of bad weather. Aviva declined the claim and said that it was due to wear and tear to the roof, which was excluded. Mr S brought his complaint to our service, but we concluded Aviva had fairly declined the claim.
- Mr S said he provided further evidence (including a report from a roofer) which hadn't been considered. He was unhappy Aviva didn't respond to this and brought a new complaint to our service.
- We initially asked Aviva to respond, and they maintained their decision to decline the claim, so Mr S asked us to review this.

Our investigator said the proximate cause of damage was wear and tear in their opinion, so Aviva had maintained their decline of the claim fairly. However, she felt they should have replied sooner and should compensate Mr S £200 for the impact of this.

Whilst Aviva accepted the findings, Mr S remained unhappy. He said that whilst he would accept the compensatory amount and didn't wish to pursue the roof damage further, he maintained the damage to his kitchen floor should be covered. He said there had been a storm and should be covered under the buildings section of his policy.

As no agreement was reached, the case 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've summarised the background of the complaint above. This is not intended as a discourtesy. I'd like to reassure the parties I've reviewed everything that has been provided. Having done so, I'm only upholding the complaint in part, for broadly the same reasons as our Investigator.

I know this will be disappointing for Mr S and I'm sorry about that. But I'm satisfied Aviva has declined the claim fairly and reasonably. I've explained why below.

More details on the well-established approach to storm damage claims our Service follows can be found here:

<https://www.financial-ombudsman.org.uk/businesses/complaintsdeal/insurance/homebuildings-insurance/storm-damage>

This is the approach I'll be closely following here.

1. Was there a storm?

Mr S's policy defines a storm as *"an extreme weather event with persistent high winds with gusts normally exceeding 55mph (48 knots) and/or heavy rainfall at a rate of at least 25mm per hour and/or snow to a depth of at least 30cm in 24 hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass"*.

Aviva have maintained there were no storm conditions prior to the claim and the investigator dealing with the original case agreed.

Mr S has provided further evidence, and our service has access to reports showing that winds increased to 55mph at 00:01 on 02 November 2023. This was the date of Mr S's claim. There are also news reports showing road closures and weather damage in the local area following Storm Cairn on 01 and 02 November 2023.

Based on this and the general approach our Service takes to these types of complaints, I agree with the Investigator that there was a storm at the time of Mr S's claim.

2. Is the damage consistent with that caused by a storm?

Yes, the damage is to the roof and there is internal damage from an ingress of water. This is consistent with damage that would be caused by a storm. So, we move on to consider question 3.

3. Was the storm the main (proximate) cause of the damage?

Whilst Mr S responded to the investigator's view to say he didn't want to pursue his claim for damage to his roof, I have considered whether it was declined fairly. This is because he has mentioned he might come back to it at a later point, so I find it only fair I give a finding on it.

I don't find that the storm was the main cause of the damage.

I say this because:

- Mr S's policy excludes claims for *"gradually occurring damage - wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation."*

- Aviva have provided evidence through their surveyor's report and photographs of the damaged area, to show mortar dislodged around the ridge tiles and said "*Upon inspection of the property, we were not able to identify any damage that could be attributed to a one-off incident of storm. We found that the mortar to the hip tiles has perished, and this is allowing water ingress into the kitchen below.*"
- Further to our previous investigation, Mr S provided a report from his roofer which said, "*after my inspection of the roof on the 12th December 2023 the following findings were: Top hip tile had lifted in the wind and the cement work at the top of the roof had been displaced allowing water ingress to penetrate the roof.*"
- I agree with the investigator, and I am more persuaded by the report provided by the surveyor. I say this because it is more reasoned and detailed, providing evidence and comments on the condition of the mortar.
- I say this also because, Mr S has said he had found the dislodged mortar from his roof on his driveway around two weeks before he noticed the water damage and made the claim. This would therefore have been prior to the storm conditions being reached and support that gradual damage/deterioration of the roof was underway before the loss date reported by Mr S.

In summary, I find that Aviva have fairly declined the claim for damage to the roof or the internal resultant damage under the storm section of cover - because I don't find storm conditions were the main (proximate) cause of the damage Mr S is claiming for.

Other points

Mr S's policy does include cover for accidental damage, however, only for, "*services, fixed glass and sanitary fittings.*" Therefore, the internal damage in the kitchen isn't covered under this section of the policy either. So, I can't fairly require Aviva to pay Mr S's claim for internal damage under the accidental damage section of cover.

Both parties have accepted the investigator's recommendation that Aviva should compensate Mr S £200 for the delay and poor service in not responding to his further information and evidence, sooner. As it is agreed, I therefore haven't gone on to consider this.

In summary, I find Aviva have fairly declined the claim for damage to the roof and the internal damage. However, they should pay Mr S £200 for the poor service he has received.

My final decision

Aviva Insurance Limited should pay Mr S £200 compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 24 October 2025.

Yoni Smith
Ombudsman