

## **The complaint**

Mr K is complaining that Aviva Insurance Limited has declined a claim he made on his buildings insurance policy.

## **What happened**

In November 2024 Mr K contacted Aviva to say water had started coming through a ceiling cornice and didn't know where it was coming from. And he asked Aviva to attend under his home emergency cover. However, the issue couldn't be resolved under this cover, so the matter was referred to Mr K's home insurance policy. Aviva then arranged for a contractor to attend who said the water was entering through the roof.

Mr K believes the roof was damaged during storm Bert which provided significant amounts of rainfall and high winds in his surrounding area. However, Aviva didn't agree. Its contractor had set out the roof was in a poor condition and that water had been coming through over a prolonged period of time. It thought the roof had failed due to poor workmanship when it was installed. And it didn't believe it was damaged by the storm. So it advised Mr K it wouldn't be settling the claim.

Mr K didn't agree with Aviva's decision. He maintained that Storm Bert was a major storm and the damage to his property arose from that. He said Aviva initially said it would settle the claim, but had gone back on that promise. And he maintained that there wasn't anything in the policy that entitled Aviva to decline the claim.

Mr K also complained that Aviva had been communicating with a third party as it had recorded the claim against the wrong individual. And he considered this to be a breach of the UK privacy laws.

Our Investigator partially upheld this complaint. She didn't think it was unreasonable for Aviva to have declined the claim. She said the images provided supported that the storm did not cause any damage to the external property. She thought the storm had highlighted pre-existing issues at the property either caused by poor workmanship during installation or wear and tear/maintenance requirements. She said the policy didn't cover this damage.

The Investigator also noted Mr K's daughter had advised Aviva's contractor that the moisture issue had been observed for around a year which she thought supported that the moisture ingress issues were ongoing prior to the storm event in November 2024.

However, the Investigator noted Aviva had mistakenly corresponded with a third-party and included personal details within this. She also considered Mr K's other comments surrounding Aviva's handling of the claim. She thought it could have been more pro-active in pursuing the claim. But she didn't agree Aviva had said it would settle the claim, but advised its contractor would validate the claim and discuss cover available. However, she thought Aviva should compensate Mr K for the avoidable distress it had caused and recommended it paid £150 in compensation.

Aviva accepted the Investigator's opinion, but Mr K didn't agree with it and raised the

following:

- He said his daughter had only recently moved to his house following her employment relocation and didn't know anything about the property before the storm. So he said her comments were mistaken and shouldn't have been taken into consideration. He said Aviva's contractor had essentially told her that the damage had been ongoing for a year and required her to confirm this.
- He provided a report which he said disputed the contractor's findings and said the issue was actually down to the fact the membrane had become punctured due to flying debris. The report said the type of lining on Mr K's property was designed to last for over 30 years, but had only been in place for eight years. So he maintained the roof was damaged by the storm.
- He said he first reported the issue in November 2024, but Aviva didn't send a contractor out until January 2025 to inspect the damage. He said this resulted in black mould appearing in the property, increasing the rectification costs. He also said this had caused his granddaughter to have respiratory problems. He didn't feel £150 was fair compensation for this.

As Mr K didn't agree with the Investigator, the complaint's 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 come to the same conclusion as the Investigator and I'll now explain why.

#### *Claim decision*

The terms of the insurance policy cover Mr K for loss or damage arising from a storm. However, the terms of the policy also set out that it won't cover loss or damage that happens gradually – i.e. it's down to wear and tear – or arising from poor workmanship. Aviva believes the roof had become damaged over time which it believed to have resulted from poor workmanship during the original installation of the rubber roof. Mr K disputes this and maintains the roof was damaged by severe storm conditions.

In thinking about this, I've asked myself three questions:

1. Were there storm conditions as defined under the terms of the insurance policy?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

There were wind speed of around 50mph and significant rainfall preceding the incident. So I'm satisfied there was a storm and it's possible such windspeeds and rain can damage a roof. So I'm satisfied the answer to questions (1) and (2) is "yes". This also isn't in dispute. The issue is whether the storm was the main cause of the damage.

Both Aviva and Mr K have provided reports setting out their respective viewpoints on the damage and I've given them both equal consideration. However, while I recognise this will come as a disappointment to Mr K, I've found the report provided by Aviva to be more persuasive.

Aviva has provided photographs of the roof and I haven't seen anything to show that this has been damaged by a storm. I think, instead, they support that it's deteriorated over a period of time. I note Mr K's contractor has said the membrane has been punctured which I think is

also a finding Aviva's contractor hasn't disputed. But I don't agree with Mr K's belief that this was punctured due to flying debris. The membrane is under the roof and I don't find it likely such damage is consistent with a storm. It seems to be again, more likely something that's happened over time. I'm also particularly conscious of and persuaded by Aviva's contractor's comments that there was a high level of rot and the balcony was spongy underfoot. All this indicates an issue that had been ongoing for some time. The storm merely highlighted a pre-existing issue. And it's ultimately this that I consider to be the proximate cause of the damage.

Taking everything into consideration, I do think it was unreasonable for Aviva to say the roof wasn't damaged by the storm, but it had worn over time. And the policy doesn't cover this.

I've now thought about whether the damage would be covered under "accidental damage" cover. Accidental damage is defined as damage that arises suddenly and unexpectedly. For the reasons I've set out, I don't consider the roof damage to have happened suddenly. So I don't think this is covered here either. But I've also thought about whether the internal damage happened suddenly and unexpectedly.

As I said, I'm satisfied that water was likely to have been coming into the property over a period of time. So I think it's also most likely that the internal damage had been experiencing the same. I'm also conscious that Mr K's daughter had confirmed that there had been moisture issues for a year. Mr K has intimated that his daughter was manipulated into saying this. But I haven't seen anything to support that. Ultimately I think it is most likely that the damage as a whole has been occurring over time.

So, while I note and have considered all of Mr K's comments surrounding this, I can't say that Aviva's decision on this claim was unreasonable.

#### *Customer service*

I can see that there were delays at the start of the claim due to an internal error in recording the claim against the incorrect person. This both caused Mr K upset and finding out his personal information had been passed to a third party, but also delayed the inspection and outcome of the claim. Naturally this shouldn't have happened. I've now thought about the impact this has had on Mr K.

I note Mr K has said this delay resulted in black mould appearing throughout the property. But I don't think I can reasonably attribute this to Aviva's error. It seems Aviva caused a few weeks delay. But, as I said above, I think it's most likely that the water ingress had been happening over a longer period of time. And I think this is ultimately what has caused the resulting issues. I sympathise with Mr K and I'm sorry to hear about the impact the mould has had on his family. But I don't think I can reasonably hold Aviva responsible for this.

Mr K has also said Aviva told him it would settle the claim and be taking his excess, but then retracted this. But I don't agree this is what Aviva said. The correspondence Mr K refers to said the following:

*"[Aviva's contractor] will now manage your claim through to completion. They will validate your claim, discuss your cover, settlement and collect your excess of £100."*

There isn't anything in that correspondence that says Aviva has said it will settle the claim and, in fact, specifically says the contractor will validate the claim. So I can't agree that Aviva misled Mr K in sending him this.

That said, I do agree finding out Aviva had been communicating with someone unconnected

to him about the claim would have been upsetting to him. However, Aviva has agreed with the Investigator's opinion that it should pay £150 in compensation for this. And this is within the range of what I would have awarded. So I think it's fair.

### **My final decision**

For the reasons I've set out above, it's my final decision that I uphold this complaint and I require Aviva Insurance Limited to pay Mr K £150 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 28 October 2025.

Guy Mitchell

**Ombudsman**