

## **The complaint**

Mr and Mrs T have complained about their home insurer Aviva Insurance Limited because it declined their claim for their buildings and contents which were damaged, they said, by a storm. They also felt further damage was caused during a period of delay caused by Aviva.

## **What happened**

In late February 2025 Mrs T was contacted by their neighbour who had just seen the flat roof at Mrs T's property be ripped off in the wind. Mrs T called Aviva, advising it was currently raining heavily, and that several rooms at the property had no protection. Aviva logged a claim and Mrs T had some temporary repairs undertaken.

Aviva sent a loss adjuster to the property. He felt unable to fully consider the damage without scaffolding. Aviva arranged for scaffolding to be put in place and appointed a forensic expert to consider the damage. Having seen the forensic expert's report, Aviva determined there was no cover for the damage sustained. It said there hadn't been a storm and there was no sign that anything else the policy would cover had happened either.

Mr and Mrs T were unhappy but they had the roof repaired. They believed it should have been covered and, at the least, that the damage internally, including to contents should be covered. If there was no cover under the policy they felt Aviva was liable for some damage – due to the time it had taken it to decline the claim and that the temporary repairs had not been effectively reinstated after its inspection.

Aviva remained of the view it had no liability for any loss. However, when Mr and Mrs T complained to the Financial Ombudsman Service, Aviva offered £200 compensation as it thought it could have explained things better to them.

Our Investigator noted the possible relevant covers on the policy were that for storm and accidental damage. She also noted the expert report on the roof. She was reasonably satisfied the roof had suffered damage overtime, rather than in a one-off event. Overall she was satisfied that Aviva's decline under the policy, including for contents, was fair and reasonable. Regarding delays, she noted there was already sign of significant internal damage at the point of the loss adjuster's visit. So she didn't think that either Aviva's inspection or the period of the claim had caused or allowed more damage to occur. She felt Aviva should have better managed Mr and Mrs T's claim expectations though and that, because it hadn't, they'd been caused upset. So our Investigator said Aviva should pay a total of £300 compensation.

Aviva agreed. Mr and Mrs T said £300 wouldn't even cover the cost of one skip, and they'd filled many skips. Our Investigator explained she wasn't minded to change her view and the complaint was passed for an Ombudsman's decision.

## **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.

Having done so I find my view is the same as that reached by our Investigator – the damage suffered, unfortunately for Mr and Mrs T, simply isn't covered by the policy. Nor is there evidence it was caused by Aviva's inspection or its delays.

Aviva said no loss under the policy had occurred. When we consider a claim under a policy, we think about what possible sections of the policy might apply. Of relevance here would be storm and accidental damage. They are features of this policy for both the buildings and contents, with the same relevant wording. In either instance, assuming it's accepted there's a storm, the cause of the damage which has been suffered will likely be key.

In this case Aviva thought a storm had likely not occurred. But, given the location of Mr and Mrs T's property, it decided to look further into the possibility that a storm caused the damage. However, as noted by our Investigator, the expert report Aviva obtained showed the roof had weakened over time due to a failure of the bonding. She noted that finding was supported by the photos taken by the expert.

Where a roof is weakened overtime a storm or poor weather – such as high winds which are not considered to be storm force – will only serve to highlight that poor condition. And rain, even such that is heavy enough by itself to be considered to be storm force, wouldn't cause a roof to be ripped off. The storm rain might cause damage internally, including to contents. However, it seems unfair to say an insurer must cover that damage, when the only reason the rain came in was because of the uninsured damage to the roof.

It's worth noting here that in terms of claims under the policy for accidental damage, Aviva has specifically chosen to exclude liability for weather conditions and water entering the home. That is in addition to excluding damage caused by wear and tear. So if the roof was ripped off because the bonds had failed – that damage can reasonably be said to have been caused by wear and tear. If the internals of the property including contents, as claimed for, were then damaged by the rain – that damaged was caused by the weather conditions, specifically (rain)water entering the property.

In this instance, whether considering this as storm (if it was to be accepted that there was storm) or accidental damage, the same evidence about the condition of the roof applies. Aviva noted it was fifteen years old – likely it said approaching the end of its expected life. The expert view was that its bonding had failed. I know Mr and Mrs T highlighted that their neighbour's roof had been replaced during a storm the previous year. I think they felt that detail would help show their own roof was likely not suffering wear and tear. However, for me, that detail serves to suggest the opposite – that the neighbour's roof remained intact during the high winds which damaged Mr and Mrs T's roof, because it (the neighbour's roof) was in nearly new condition. I'm satisfied, from what I have seen, that Aviva has shown the dominant cause of the roof and, therefore, the internal damage including to contents, was not anything covered by the policy (which in this case is storm or accidental damage).

I have carefully considered the timeline here and the course Aviva set for the claim when it decided to appoint a forensic specialist. And I know Mr and Mrs T feel Aviva's inspection also lead to more damage being caused. I'm mindful that there is no expert report determining that additional damage was caused and what by. However, on this occasion, I bear in mind that during the first visits by Aviva's loss adjuster water was dripping from even a downstairs ceiling. I know several ceilings later came down. But in my experience, significant water ingress like this will often mean ceilings are damaged beyond repair. Such that even if repairs are started before the ceilings fail completely and fall down, it is often the case that they'll need taking down and replacing anyway in order to reinstate the property. Which means that even were I persuaded that Aviva did something wrong, either by causing delays or not reinstating the temporary repairs after inspection, I wouldn't be minded to find that failure had materially impacted the situation Mr and Mrs T found themselves in.

I'm satisfied though that Aviva could have better prepared Mr and Mrs T for what the eventual claim outcome might be. And I note Aviva has accepted that it failed Mr and Mrs T in this respect. It has also accepted that £300 compensation, as suggested by our Investigator, is fairly and reasonably due.

From what Mr and Mrs T have said, I think it's fair to say they are disappointed by this sum. I note they've said it won't even cover their costs for skips. However, the sum is not awarded to make up for financial losses. The sum of £300 was suggested to make up for the distress and inconvenience Mr and Mrs T were caused because Aviva did not manage their expectations effectively. Which in this case, when Aviva declined the claim, meant they were left feeling let down, frustrated and upset. All of which could have been avoided if Aviva had managed things better. In that respect, in the circumstances of this complaint, I'm satisfied £300 is fair and reasonable compensation.

### **My final decision**

I uphold this complaint in part. I require Aviva Insurance Limited to pay Mr and Mrs T £300 compensation for the distress and inconvenience it caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 7 January 2026.

Fiona Robinson  
**Ombudsman**