

## **The complaint**

Mr and Mrs A have complained that Aviva Insurance Limited (Aviva) declined part of a storm claim they made for damage to their roof.

## **What happened**

Mr and Mrs A held a home insurance policy underwritten by Aviva. In January 2025 Mr and Mrs A made a claim to Aviva for storm damage to the roof of the property. Aviva appointed a roofing specialist to attend the property and inspect the damage. Based on this, Aviva accepted the claim for storm damage to Mr and Mrs A's chimney cowls and estimated the cost of repairs to be around £2,300.

Mr and Mrs A weren't happy with the quality of Aviva's investigation. They said it focused solely on the chimney but missed a large area of damage to the zinc flashing on the ridge of the roof. Aviva sent out another specialist to consider this aspect. Based on the secondary report, and information from Mr and Mrs A about some earlier maintenance work, it declined that part of the claim stating the issues were the result of poor workmanship.

Mr and Mrs A disputed that the flashing issues was the result of poor workmanship. They provided evidence that the, relatively, recent maintenance works hadn't included any work to the flashing. And they provided a quote for the repair of the current damage, from the same firm who carried out those works, which stated the damage was the result of a storm.

Aviva maintained that the flashing issue wasn't covered, on the basis the main reason for the damage was wear and tear, which was highlighted by the storm, rather than the storm being the main cause of damage.

Unhappy with Aviva's decision on their claim, Mr and Mrs A approached the Financial Ombudsman Service for an independent and impartial review.

An investigator looked into things but didn't think the complaint should be upheld. He agreed there were storm conditions and that the damage could be consistent with damage typically caused by a storm. But based on the reports and photos provided, he was persuaded the dominant cause of damage to the flashing was gradual damage which occurred over time, rather than the single storm event.

Mr and Mrs A didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint 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.

Having done so, while I appreciate it will be disappointing for Mr and Mrs A, I've reached the same conclusions as the investigator. I'll explain why below, starting with an explanation of the Financial Ombudsman Service's approach to storm damage complaints.

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

*Were there storm conditions?*

It's not in dispute that the weather recorded around the date of loss amounted to a storm.

Various weather reports have been quoted or provided, referring to wind speeds of 75mph or above. The storm in question was also a named storm, and Mr and Mrs A have regularly referred to it as the worst storm ever recorded in their area.

Aviva also accepted and settled the chimney cowl aspect of the claim on the basis it was caused by the storm force winds.

Based on all of this, I'm satisfied the answer to this question is yes.

*Is the damage consistent with storm type damage?*

The chimney part of the claim was accepted. The main outstanding element is the lifting and twisting damage to the ridge flashing. Sufficiently strong, storm force, winds could cause damage of this nature. So, I think the type of damage Mr and Mrs A reported *could be* consistent with storm type damage. This means the answer to question two, above, is also yes.

*Was the storm the main or dominant cause of the damage?*

Aviva has provided different reasoning for declining the flashing issue at various points. It initially sighted poor workmanship, because it said the flashing wasn't the correct size and because previous Acrypol repairs appear to have been undertaken, and used as a permanent solution to issues – which isn't what it is designed for. But this appears to have been based on a misunderstanding as to whether works to the flashing took place during some significant maintenance works in 2023.

Mr and Mrs A subsequently provided evidence that the maintenance works they say were completed didn't include any works to the flashing. Mr A also explained that he applied some Acrypol after the storm when he personally carried out a temporary repair to the lifted and twisted flashing. And that most of what Aviva has considered to be Acrypol was actually a spillage of reflective paint from unrelated works to one of the skylights.

Aviva appears to have accepted these arguments. But it maintains the flashing isn't covered on the basis the dominant cause of the damage was pre-existing issues exacerbated by the winds. Aviva says the age of the ridging, significant rotting of the ridge pole and rusted connections point to damage which has happened gradually over time, rather than being caused by the storm in isolation.

I've carefully considered the reports and findings of the various roofing experts who have inspected the damage, and the numerous photos provided. In situations like this, where the expert evidence is incomplete or contradictory, I'll reach my findings on the balance of probabilities. That is, what do I think is more likely than not, based on the evidence which is available. Having done so, I'm persuaded that the dominant cause of the damage to the flashing was gradual deterioration over time. I'll explain why.

Firstly, the photos and reports I've seen show that the ridge pole beneath the area of damaged flashing was badly rotten. Aviva's experts have explained the level of water damage to the ridge pole suggest the zinc ridges had been lifted for long enough to allow water penetration over time to cause the wood to rot. And in my experience, this is not the sort of damage I would expect to see as a result of a single storm, given the extent of the progressed deterioration.

Secondly, while I accept the maintenance works in 2023 didn't include any work to the flashing, I note that Aviva's expert has highlighted the flashing in situ was too small. Mr and Mrs A have posited that this could be the result of standards being different at the time the roof was installed. But in my view, whether or not that's the case, I'm mindful that if the flashing was incorrectly sized, and or already lifted, as suggested by a qualified expert, this would likely result in a gradual ingress of water over time, causing damage and weakening of the ridge. And based on everything I've seen, I find these conclusions persuasive, particularly because they are supported by the level of wood rot present in the photos I've seen.

Aviva's expert has explained the flashing was fixed to the rotten wood. I know that Mr and Mrs A have disputed this, but in the absence of conclusive evidence either way, I find the opinion of a qualified expert more likely to be accurate than that of Mr and Mrs A's. I also find Aviva's expert's findings more persuasive than those of Mr and Mrs A's expert. This is because I find their conclusions were explained in more detail and are more consistent with the available photographs.

Aviva's expert has suggested the rotten ridge pole would have weakened both the roof and the flashing and left them more susceptible to damage from strong winds. This seems logical, persuasive and consistent with the evidence. So, based on everything I've seen, including all the available photographs and reports, I'm persuaded by Aviva's experts conclusions here. I find it more likely than not, that but for a pre-existing issue of gradual deterioration, the flashing would not have suffered the damage it did.

This means the answer to question three is no, as the storm was not the dominant cause of damage, rather it highlighted the pre-existing issues with the roof and flashing.

Mr and Mrs A have also complained that Aviva failed to identify or subsequently cover several other areas of damage, in particular several damaged or lifted tiles, damage to their satellite dish and a blocked outlet. I asked both Aviva and Mr and Mrs A for some additional evidence of these issues, and I've considered the responses they've both provided.

Aviva says these issues were responded to in March 2025 and has provided the following comments from its expert:

*"The roof shows significant deterioration and evidence of patch repairs- there is acrypol across several elements of the roof including the box guttering and the valleys and the zinc straps to hold the ridging down. These are temporary repairs and not equivalent to a true and safe repair.*

*The rot to the ridge pole implies that the zinc ridges have been lifted long enough for water to ingress over time and decay the treated wood, and the slates show deterioration and crumbling, suggesting wear and tear, and there is rust visible to the satellite dishes. I do feel unfortunately that no further cover should be granted to any remaining areas of the property under the circumstances...”*

Both Aviva and Mr and Mrs A also shared numerous photos of the roof, both from the time of the 2023 maintenance works and from shortly after the storm in 2025. Having carefully considered these, I find they support the conclusions of Aviva’s expert. The photos clearly show numerous areas of the roof were suffering from wear and tear (gradual damage), as opposed to the type of damage I’d expect to see from a single storm event.

I appreciate Mr and Mrs A have evidenced carrying out some maintenance works to parts of the roof in 2023, so it’s clear they took steps to try and maintain the roof in a good condition. But from what I’ve seen, the roof was largely in a reasonably poor condition at the time of the storm. I’m satisfied, from both the photos and the weight of expert opinion, that but for the gradual damage/poor condition, the storm would not have caused the level of damage it did. I’m also not persuaded that the satellite dish damage relates to the storm, given the photos I’ve seen from 2023 appear to show the satellite dish was already in a similar condition.

I understand Mr and Mrs A feel that wear and tear exclusions are inherently unfair. I sympathise with their strength of feeling here and appreciate the difficulties they face in being able to ensure, and verify, that the roof is properly maintained. But responsibility for maintaining a home is part and parcel of being a homeowner, and not a risk an insurance company seeks to take on when providing buildings insurance. Wear and tear exclusions are commonplace within the market because insurance policies are there to provide cover for fortuitous damage caused by specific insured events. They aren’t maintenance contracts, and so are not intended to provide cover for inevitable damage which occurs over time.

I appreciate it will come as a disappointment to Mr and Mrs A, but for the reasons stated above, I’m satisfied that Aviva’s decision to decline cover for damage caused by storm was in line with the policy terms, and was fair and reasonable, in light of the available evidence.

### **My final decision**

For the reasons I’ve explained above, I don’t uphold Mr and Mrs A’s complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr A and Mrs A to accept or reject my decision before 2 March 2026.

Adam Golding  
**Ombudsman**