

The complaint

Mr and Mrs H complain about the decline of their home insurance claim by Aviva Insurance Limited.

Much of Mr and Mrs H's dissatisfaction relates to the actions of agents that were acting on behalf of Aviva. As Aviva have accepted responsibility for their agent's actions, any reference to Aviva should be interpreted as covering the actions of their agents.

What happened

The background to this complaint is well known to Mr and Mrs H and Aviva. In my decision I won't repeat in detail what's already known to both parties, instead, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr and Mrs H had home and contents insurance with Aviva. In June 2025 Mr H has said accidental damage occurred to the roof of his summer house when he was carrying out maintenance. He made a claim on his policy and Aviva sent an agent out to survey the damage. Aviva ultimately declined the claim as they said an insured event (accidental damage) under the policy hadn't occurred as the roof was in a poor condition (due to wear and tear) and any pressure or force would have contributed to further damage.

Unhappy with the claim decline, Mr and Mrs H made a complaint to Aviva. As they remained unhappy with Aviva's response, they referred it to our Service for an independent review. Our Investigator recommended that the complaint not be upheld. As the dispute remains unresolved it's been referred to me for a final 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

I'm sorry to hear of Mr and Mrs H's health circumstances and the financial strain this claim has caused them.

The scope of my decision

When reaching my decision, I'll decide whether Aviva have fairly and reasonably investigated this claim before declining it in line with the policy terms. I'll also consider the service provided by Aviva when responding to the claim.

My decision won't consider the price that Mr and Mrs H were charged for their policy.

My key findings – the decline of the claim

The policy defined accidental damage as:

“Damage which has happened suddenly and unexpectedly from an outside force which can be identified...”

Accidental damage doesn't include...damage due to wear and tear...”

Aviva have referred to photos and their surveyor's report to support that the roof was in a poor condition and any minor impact would have led to similar damage, due to wear and tear. Mr H has disputed this and referred to previous maintenance of the summer house and testimony from his builder. On balance, having carefully considered the evidence I find that Aviva's position to be fair.

To conclude that Aviva had unfairly declined the claim, I'd need to be persuaded that the roof was in a good condition/state of repair and it was this single one off event that caused the damage being claimed for. Aviva have argued that wear and tear over time has weakened the roof and although Mr H says he put his foot through it, the condition of the roof had deteriorated to the extent that any reasonable force was going to cause similar damage to what was claimed for. I don't find this to be an unreasonable position.

I've considered the testimony of Mr H's builder, but I'm not persuaded by various parts, including (bold added for Ombudsman's emphasis):

*“this [the roof] would have split open and caused a hole **even if brand new as the weight of Mr H** [full name redacted by Ombudsman] **slipping would have caused the hole & subsequent damage** The top layer cover which i fitted is guaranteed to keep the summerhouse good and dry for 20 yrs and I have alongside Mr H [full name redacted by Ombudsman] kept said summerhouse in very good repair.*

The other evidence doesn't support the builder's opinion.

In summary:

- Mr H accidentally placing his weight on that part of the roof, may have caused his foot to go through the roof material, but I'm satisfied that Aviva's position that wear and tear weakened the roof and is the dominant factor causing the damage to be fair and reasonable – as it's material to the loss event here.
- Effectively, 'but for' the wear and tear, the accidental damage may not have occurred as it did, or at all. I find the damage that occurred was secondary damage to an already damaged roof, as a result of wear and tear.
- This part of the policy (accidental damage) is not intended to respond to any damage that is reasonably foreseeable - rather damage caused by a one-off event that was unexpected.
- I find that Mr H stepping onto a roof and damaging a roof that Aviva have fairly concluded had wear and tear damage wasn't a sudden, unexpected or unforeseeable event.
- It follows that Aviva have demonstrated they can fairly rely on the wear and tear exclusion to decline the claim - as Mr H stepping through the roof was a contributory factor - but not the dominant cause.

Mr H has said the roof was fitted around ten years previously and it may be that he can speak to the installer about any guarantee or warranty provided.

The service provided

It's unfortunate that Aviva's agent turned up to Mr and Mrs H's property without the necessary equipment to survey the damage. It was fortunate that Mr H had a ladder to enable access. I don't find that this has negatively impacted the claim and although Mr H has said he would've acted differently in hindsight, the claim would still need to have been validated during that visit or a follow up appointment.

I accept that Mr H may have felt the claim was going to be covered and may have suffered loss of expectation because of this. But the surveyor does not make the final claim decision. They survey the damage as an expert and report back to the insurer with their recommendations. It is ultimately the insurer's decision as to whether to settle or decline a claim. Overall, I don't find the service was poor to the extent that compensation for this reason would be fair, reasonable or proportionate, relative to the impact on Mr and Mrs H.

My decision will disappoint Mr and Mrs H, but in the specific circumstances of this complaint I find that Aviva have fairly declined the claim in line with the policy terms. My decision ends our Service's involvement in trying to informally resolve this dispute between Mr and Mrs H and Aviva.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 13 November 2025.

Daniel O'Shea
Ombudsman