

The complaint

Mr and Mrs L complained that Aviva Insurance Limited (“Aviva”) unfairly declined their claim for storm damage to their roof, under their home buildings insurance policy.

I’ll refer to Mr L in my decision for ease.

What happened

Mr L said his roof was damaged during the named storm Eowyn on 24 and 25 January 2025. He said this affected the slates and boarding. He made a claim to Aviva. It was originally agreed that Mr L would provide a cause of damage report from a roofing contractor, along with photos of the damage. However, in March 2025 a surveyor was sent to inspect the damage.

Following the inspection the claim was declined. Mr L said this was done unfairly based on the surveyor’s view that rotten roof timbers were the cause of the damage. So, he complained to Aviva.

In its final complaint response Aviva told Mr L that the damage to his roof was the result of general wear and tear over time, not the result of a one-off storm event. It said it had also considered the further information Mr L provided. This showed that some painting and replacement fascia boards were installed in November 2024. But it maintained its decision that the damage was the result of deterioration over time, which is excluded under its policy cover.

Aviva told Mr L that it should have arranged an inspection of the roof earlier that it had. For the inconvenience this caused it paid him £200 compensation.

Mr L didn’t accept this outcome. He said the very strong winds had caused the damage and so referred the matter to our service. Our investigator didn’t uphold his complaint. She thought the evidence supported the surveyor’s view that the roof was in a deteriorated condition. She thought the compensation offered for poor service was fair. But she didn’t think Aviva acted unreasonably when declining the claim for the reasons it gave.

Mr L maintained that the “*fierce*” storm was the reason the roof was so badly damaged. So, he asked for an ombudsman to consider his complaint.

It 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 I’m not upholding this complaint. I’m sorry to disappoint Mr and Mrs L, but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at weather records Aviva provided. On 24 January 2025, when the damage occurred, this shows wind speeds up to 79mph were recorded. I've also checked the weather data we were able to obtain. The data is from a weather station 15 miles from Mr L's home. This showed wind gusts up to 87mph were recorded on 24 January.

Mr L's policy provides the following definition for a storm:

"A storm is not just a period of bad weather, it is a period of violent weather, involving rain, hail, wind, snow, lightning or any combination of these. It can last for a short or a long time, and can affect a large or a small area, but in all cases it refers to a period of violent weather that is likely to cause damage to property. A period of bad weather which would not be expected to cause damage to a well-maintained property is not a storm."

Aviva doesn't dispute that storm force winds were experienced around the time of Mr L's loss. Wind speeds of the magnitude shown can reasonably be considered storm force. So, I think it's clear that storm conditions did occur. This means the answer to question one is yes.

Damage to roofs, including the slates and timber boarding Mr L refers to, is fairly typical of damage caused by storm force winds. So, the answer to question two is also yes.

The final point I need to be satisfied with is that a storm was the underlying cause of the damage. To understand more I've considered the information provided by the surveyor Aviva appointed. The surveyor referred to "*decayed timber*" as the cause of the damage. Additionally, it was explained that "*the damage to the roof timbers was consistent with timber decay that is a long-term defect. The storm has only highlighted the pre-existing condition of the roof.*"

Aviva provided the audio notes that the surveyor had recorded. I've listened to the recordings. He explained that the damage to the roof is consistent with timber decay and rot rather than a storm cause. He referred to extensive signs of timber decay in the fascia boards and in some of the joist ends. The surveyor concluded that it was the deteriorated timbers that were the underlying cause of the damage.

I've read the invoice dated 4 December 2024 that Mr L provided to Aviva. This shows some new 'facing boards' were fitted and painted. I understand that this work was completed in late November. I can see this information was considered by Aviva and referred to the surveyor it had used. The surveyor's response was that the damage found was "*long term*" and so not the result of a one-off storm event. So, Aviva maintained its decline decision.

I've looked carefully at the photos that were taken of the damaged roof and the sections of timber that had fallen to the ground. I'm satisfied that this supports what Aviva's surveyor reported. The photos show clear evidence that the roof timbers were affected by rot. Some sections of the timber boards have broken away in the high winds. Where the boards have broken it can clearly be seen that the timber was in a deteriorated condition. The boards act

to hold the slates at the edge of the roof in place. The missing sections of boarding has allowed some movement of the slates. However, not all sections of the boarding were blown off in the storm. Some remained in place.

I acknowledge there were very strong winds experienced in Mr L's locality around the time of his loss. But a well-built roof in good condition should be able to withstand the impact of this. Not all the roof timbers were affected by the storm. Indicating that the roof was able to withstand the effects of the wind, apart from those areas worst affected by the rot.

Based on this I think the surveyor's findings are persuasive that it was the deteriorated condition of the roof timbers that resulted in the damage. I've no doubt that the strong winds acted as the catalyst. But I don't think the damage would have happened without the underlying timber rot.

Having considered all of this I don't think the storm was the underlying reason for the damage to Mr L's roof. This means the answer to question three is no, and Aviva can reasonably decline the claim.

I think it's reasonable that Aviva acknowledged the delay in its surveyor inspecting the damage. Mr L first contacted it on 27 January 2025. The inspection didn't take place until 13 March. I agree that this could have been arranged sooner. But I think £200 compensation is fair to put this right. So, I won't ask Aviva to pay more.

I'm naturally sympathetic to the situation Mr and Mrs L find themselves in. It must be upsetting to learn that their policy won't contribute towards the cost of the repairs. But I hope my explanation has been clear.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 22 March 2026.

Mike Waldron
Ombudsman