

## **The complaint**

Miss L and Mr S complain that Aviva Insurance has unfairly declined to cover damage to their property following a storm.

## **What happened**

In October 2024, Miss L and Mr S notified Aviva of a leak to their property following a storm.

Aviva sent its appointed contractor to inspect the damage and it declined to provide cover for the external damage to the property. It didn't think there was any damage shown which was consistent with an insured event. It said it was likely the damage was caused by water ingress from a failed flat roof or skylight. This wasn't something covered under the policy and it declined to cover this part of the claim.

Our investigator looked at this complaint and didn't think Aviva needed to do anything else and felt the decision to decline the external damage was fair. They set out the approach this Service has when considering claims about storm damage and whether a business has made a fair claim decision. This includes three questions we ask, if the answer to all is yes, we'd think it is fair to expect a business to consider a claim for storm damage. These are:

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

On considering these questions, they accepted there was a storm on or around the time of damage. But they didn't think it had been demonstrated the damage claimed for was consistent with damage a storm would typically cause, and they didn't think the storm was the main cause of the damage.

Miss L and Mr S responded to say they didn't agree. They didn't think the assessment completed by Aviva and its agent was adequate and couldn't be relied on. They felt the claim had been unfairly declined and Aviva was not fulfilling its obligations under the Insurance Conduct of Business Sourcebook (ICOBS). There was inconsistencies with the report provided on the condition of the property which meant the finding of poor or faulty workmanship was unreasonable and Aviva failed to provide information when it was asked for.

Our investigator said their opinion remained unchanged. They felt the photos provided demonstrated there was no visible damage consistent with storm damage. The claim had not been declined because of an exclusion being relied on of wear and tear. The question was whether the damage was consistent with storm damage, or if this was the main and dominant cause. They didn't think this had been demonstrated and so Aviva had fairly declined to provide cover as it hadn't been shown there was storm damage. The reports completed were for the benefit of Aviva and it isn't uncommon for these not to be sent to the

customer, but they could see these had now been sent. Overall, they maintained the claim was fairly declined and there was no concern about a breach of ICOBS.

Miss L and Mr S responded to say they disagreed and asked for the complaint to be referred to decision. They said they had concerns still on the evidence supplied and a lack of opinion from a glazier on the skylights and this is something Aviva never completed. They felt they had fairly demonstrated their claim and Aviva needed to show it was relying on an exclusion not to cover this, which it has failed to do.

Our investigator said their opinion remained unchanged and the complaint has been passed to me for consideration.

### **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 decided not to uphold this complaint. I understand that Miss L and Mr S will be disappointed by this, but I'll explain why I don't think Aviva has acted unfairly when declining to provide cover to the external damage claimed for.

Our investigator set out the questions relevant to this Services approach when considering claims for storm damage and whether it is fair to say a valid claim has been evidenced. Miss L and Mr S believed this is the case and have questions over the assessment carried out and evidence relied on by Aviva.

It is not in dispute that there was a storm on or around the time when the water ingress to the property was noted. It is question 2 and 3 which is disputed and whether the damage has been shown to be damage consistent with damage typically caused by a storm or whether the storm was the main or dominant cause.

Miss L and Mr S don't think the assessment completed by Aviva's agents was sufficient to determine this. They feel the use of a camera stick to inspect the roof and take pictures was inadequate and they've questioned whether the property or its photos were inspected by a glazing expert. The inspection report provided the following commentary along with the photos taken at the time:

*"we noted damage to the ceiling. In our opinion this has been caused by water ingress from a failed flat roof or skylight.*

*It is unclear if there is a fault with the skylight, as they differ internally; one skylight appears to be missing a covering at the joins and struts of the framework."*

The findings were not conclusive with the report but the photos also demonstrated no visible damage to the roof or skylights.

Aviva passed the details to its technical glazing consultant who reviewed the comments and photos. Their opinion, based on these was that the capping on one of the skylights was missing which could be allowing water to ingress. It didn't think the storm was the cause of the damage and it said cover is not provided for damage caused because of faulty workmanship, defective design or the use of defective materials. As a result, it was unable to identify damage which could be attributed to the storm event.

I don't think Aviva has acted unfairly when reaching its decision here. In the first instance, ahead of determining whether an exclusion has been fairly applied, it needs to be

demonstrated there is a valid claim. It is the three question set out previously which I've considered when thinking about this.

I don't think the use of the selfie photo stick has any bearing on the validity of the report completed by Aviva as it allowed the agent to complete a visual inspection of the roof via the photos. From this, there is no clear signs of damage consistent with storm. The commentary from the agent highlights there is a potential fault with the skylights with the difference between the two. And while there has been water ingress as a result of a storm, I think this has likely highlighted an underlying issue with the fixings and it is this which is the main or dominant cause of the damage, not the storm.

Miss L and Mr S have said the report highlights the condition of their property and this being well maintained but I don't think this has a bearing on the decision as to the cause of the water ingress and external damage.

The exclusions referenced by Aviva would only be relevant if the answer to the three questions was a yes. As this would demonstrate there is a valid claim. But as I've said, I don't think it has been evidenced that the water ingress was not the result of an underlying issue with the skylights. It follows, that I don't think Aviva acted unfairly when declining the claim.

I appreciate Aviva could have provided the photos from the report to Miss L and Mr S sooner, but they were taken to support its assessment of the claim and I don't think these being shared with Miss L and Mr S sooner would have had any bearing on the outcome.

I am satisfied Aviva has fairly considered the information provided when considering this claim and not sought to unreasonably decline it. But has made a fair claim decision to the external damage based on this.

### **My final decision**

For the reasons I've explained above, I don't uphold Miss L and Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss L and Mr S to accept or reject my decision before 4 March 2026.

Thomas Brissenden  
**Ombudsman**