

The complaint

Mr and Mrs M have complained that Aviva Insurance Limited (“Aviva”) unfairly declined a claim for damage to their property, following a named storm.

What happened

In December 2024, Mr and Mrs M made a claim under their property owner’s policy with Aviva, when the roof of their building sustained damage following a storm. Aviva didn’t inspect the roof at first, but a further visit was carried out and a drone survey was later undertaken.

Aviva declined the claim, saying the damage had occurred gradually and not as a result of the one-off storm incident.

When Mr and Mrs M complained, Aviva said it acknowledged it hadn’t initially carried out a full survey, so it offered £150 compensation for this. But it maintained its decision to decline the claim, saying damage that occurred gradually wasn’t covered under their policy.

Mr and Mrs M didn’t accept Aviva’s response, so the complaint was referred to the Financial Ombudsman Service for an independent review. Our Investigator considered it, but didn’t think it should be upheld. She said the claim hadn’t been unfairly declined, and that Aviva had offered fair compensation for its failings.

As Mr and Mrs M didn’t agree with our Investigator, the complaint has now come to me 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.

As this is an informal service, I’m not going to respond here to every point raised or comment on every piece of evidence Mr and Mrs M or Aviva have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the ‘Insurance: Conduct of Business Sourcebook’ (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. I’ve kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

Mr and Mrs M’s policy provides cover for storm damage. But a storm isn’t defined in the policy. So I’ve applied our usual approach to complaints of this nature. And when our service

looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes? and
3. Were the storm conditions the main or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'. So I've considered what this means for Mr and Mrs M's complaint.

Did storm conditions occur?

Using the resources this service has access to, I've checked the weather conditions around the time the damage was reported to have occurred in the vicinity of the insured property. And I'm satisfied that the wind speeds reached around 62mph which we would consider storm conditions.

Was the damage claimed for consistent with damage that a storm typically causes?

The damage claimed for is the type of damage a storm would usually cause. High winds of the force that were present at the time could cause damage to fascia boards and displace roof tiles. However, Aviva has said that whilst the weather highlighted the condition of the roof, the damage in this case was not predominantly due to a one-off insured storm event but due to wear and tear. So I've considered this further in the next question.

Were the storm conditions the main cause of the damage?

Aviva didn't think the storm was the main cause of the damage. Its surveyor's report cites age related defects, and this is supported by the still images from the drone footage which show mortar degradation along ridge lines, some slate displacement, and some indications of nail fatigue and historic patch repairs. I've examined the photos and I think the commentary provided by Aviva is consistent with what I can see in the photos.

I appreciate this has come as a disappointment to Mr and Mrs M. They strongly believe that the roof was well-maintained and in good condition before the storm. And they've made numerous points, all of which I've considered, including that the whole of the roof wasn't surveyed by the drone, that they carried out repairs when required, and that they asked for drone footage but weren't provided with it. Mr M has said he is an experienced and qualified builder who would regularly check for signs of damage to the roof. They've provided before and after photos, but these also show issues with the roof including displaced mortar and overlapping tiles, and the photos include close up images of smaller sections rather than of the whole roof.

I also have to bear in mind that whilst Mr M has said regular inspections took place and maintenance was carried out, I've not seen enough evidence of this, and so there isn't enough here to persuade me that they would've been aware of the condition of the roof until the extreme weather highlighted it. Building insurance policies don't cover every eventuality and I can see that Mr and Mrs M's policy says "*We will not provide cover for (1) Damage to the Property Insured caused by or consisting of (a) an existing or hidden defect (b) gradual deterioration or wear and tear...*"

I'm satisfied therefore, that the policy makes clear that wear or tear or gradually occurring damage isn't covered. So the issue in question is whether the damage that occurred was caused mainly by the storm, or whether the storm highlighted an existing issue with the roof.

And having considered all the information available in this case, I'm more persuaded by what Aviva has said. I accept Mr and Mrs M's point of view and I believe their claim is genuine. However, I do think it's more likely that the damage to their building was a result of gradual deterioration of the roof over time. That doesn't mean I think the storm couldn't have caused the damage. Rather, that the roof showed signs of wear and tear, which would make it more likely that it wouldn't be able to withstand storm conditions.

I've considered the other comments made by Mr and Mrs M, but these haven't changed my decision. For example, they've said the drone footage isn't available so this can't be relied on, however Aviva has provided still images of the roof which it has retained and which I'm satisfied support the conclusions it has reached. Insurance policies are not designed to provide a replacement for regular maintenance of a building, so whilst it's unfortunate that Aviva have decided not to accept Mr and Mrs M's claim, from the evidence I've seen, I'm not persuaded it has done so unfairly.

If Mr and Mrs M are able to obtain any further evidence to support their claim, they should send this to Aviva in the first instance for its consideration.

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 Mr M and Mrs M to accept or reject my decision before 30 April 2026.

Ifrah Malik
Ombudsman