

The complaint

Mr G complains that Aviva Insurance Limited have unfairly declined part of his claim for storm damage to his property.

What happened

Mr G had a buildings and contents insurance policy with Aviva.

In February 2023 Mr G made a claim for storm damage to his summer house, garden furniture, gazebo and fences. He was out of the property at the time due to another ongoing claim.

Aviva said that fence damage was excluded under the policy but sent out an assessor to validate the claim for the summer house and contents.

Aviva settled the contents claim and offered a cash settlement for the damage to the roof of the summer house as that was only part affected by the storm and said that damage to the monoblock paving and kerb stones had been caused gradually over time, and so they wouldn't look to cover that. Mr G wanted Aviva to repair the whole summer house and the monoblocks, not offer a cash settlement.

Mr G complained about this, but Aviva didn't uphold the complaint. Mr G was unhappy with this and so one of our investigators looked into Mr G's complaint. He thought that Aviva had acted fairly declining part of the claim.

Mr G disagreed with our investigator's view, and so the case has come to me to review.

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 considered all of the evidence carefully, I haven't upheld Mr G's complaint, and I will explain why.

When our service looks at a storm claim, there are three questions to consider:

1. Were storm conditions present on or around the date the damage is said to have happened
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

Aviva have agreed that a storm occurred and that the damage caused is consistent with a storm, so parts one and two have been met.

However, they don't think that the storm is the main cause of all the damage present, and so they have excluded some of the damage from the settlement under the storm and flood exclusions on page three of the policy which says:

"We will not cover loss or damage:

- to fences, gates and hedges;*
- caused by frost; or*
- that happens gradually."*

So I've thought about whether Aviva have applied these exclusions fairly.

Aviva sent out their contractor to validate the claim on 14 April 2023 – two months after the storm. The contractor's report notes that the corrugated roof sheets on the summer house have been damaged as a result of the storm and advises that replacement is necessary. However, the report notes that the roofing felt is undamaged, and also that the gazebo can't be included in the claim as it was only secured to the lawn by pegs. It further notes that the fencing is excluded under the terms of the policy.

The photographs provided in the report do show damage to the corrugated roof, but there are no pictures of the inside of the summerhouse, nor of the paving surrounding it, so I didn't find this report helpful in deciding if the exclusions from the settlement were fair. It did provide some photographs of the exterior walls of the structure, which look worn but still sound, and in which the roofing felt appeared intact, although it wasn't all visible.

The report also provided a quote for the stripping off and replacement of the corrugated roof of the summerhouse – which was offered as a cash settlement.

A further contractor visited on 30 May 2023 to assess the garden furniture. They reported that the monoblock paving showed signs of movement. Aviva said that this couldn't be looked at as a subsidence claim as there was no subsidence in the main house, and that the movement of the blocks would have happened gradually over time, not as a result of a one off storm event, and so couldn't be considered under the storm claim.

In the photograph evidence provided, including the photographs provided by both parties, I haven't seen any evidence which suggests that the monoblock paving was damaged as a result of the storm. There are internal photographs of the summerhouse, which shows serious dilapidation and rotting of the walls, floor and doorframe, and foliage around the outside of the summer house. These photographs are undated, but they were sent by Aviva to us in November 2023, and so would have been taken some time in the six months since the contractors visited the property.

I don't think that on the basis of these photographs, Aviva have acted unfairly in deciding the damage shown is something that happened gradually over time, as the extent of the damage appears longstanding.

Mr G has provided a further report from a builder dated 11 January 2024, recommending that the summerhouse should be demolished because of the internal damage which has been caused by the roof now leaking. As this report is from 11 months after the storm, I can't place as much weight on the findings in this report, as those that took place shortly after the storm, as further damage is likely to have occurred in the intervening period.

On balance, I consider that Aviva have come to a fair conclusion to exclude the replacement of the remainder of the summerhouse structure and the monoblock paving, as I think based on the evidence they have it is unlikely that the damage was caused by the one off storm event that damaged the roof.

As there is no complaint before me about the contents claim and I can see the settlement was paid on 26 July 2023 I won't be making any findings or commenting about this aspect of the loss.

My final decision

My decision is that I don't uphold Mr G's complaint, and Aviva Insurance Limited need not do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 28 March 2024.

Joanne Ward
Ombudsman