

The complaint

Miss B and Mr H have complained that Aviva Insurance Limited unfairly declined a claim under their home insurance policy for storm damage.

What happened

In December 2023 Miss B and Mr H made a claim to Aviva for storm damage to their roof. They said the storm had caused ridge tiles to come off which had broken other roof tiles as they fell. As Aviva wasn't able to inspect the damage straightaway and another storm was due, it agreed to a temporary repair to minimise any further damage.

Miss B and Mr H arranged for a roofer to replace the missing tiles. The new ridge tiles are a different shape from the original ones. They paid the bill of £1,100 and asked Aviva to reimburse them. They also wanted Aviva to pay the £1100 they'd been quoted to replace the six new ridge tiles with ones that matched the original ones and for the attic room to be replastered.

Aviva appointed a loss adjuster to inspect the damage. He reported that the mortar holding the ridge tiles in place had deteriorated. He thought the ridge tiles had become loose due to the poor condition of the mortar which should have held them in place.

Aviva also said the cost of the temporary repair was excessive. It only agreed to pay £753.83 less the policy excess of £500.

Miss B and Mr H brought their complaint to this service. Our Investigator recommended that Aviva should pay the full cost of the temporary repair less the excess as Miss B and Mr H had been under pressure to arrange for the work to be carried out quickly. But he didn't think Aviva's decision that the damage hadn't been caused by a storm was unfair.

As Miss B and Mr H didn't agree, the matter has been referred to me.

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.

In considering this type of complaint, there are three questions we ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether there was a storm at the relevant time. Our Investigator has checked the weather data which confirms that there were storm conditions in the area near Miss B and Mr H's home around the relevant time.

The second question is whether the damage to the property is consistent with what I'd expect a storm to cause. In this case ridge tiles have been blown off a roof. I think that's

typical storm damage. But the parties disagree on whether the ridge tiles were loose before the storm or the mortar joints had been damaged by the storm.

That leads on to the last question which is whether the storm was the main cause of the damage. In deciding this, I usually rely on expert evidence. Aviva's loss adjuster reported as follows:

"...there are maintenance issues to the ridge tiles as all original ridge tiles that are in situ are loose due to the mortar bed deteriorating over a long period of time and not a one-off instance."

Miss B and Mr H's builder reported that:

"The ridge tiles had all been shaken loose and all mortar joints damaged in the storm. There were also loose flat concrete tiles scattered across the bottom of the roof and into the guttering with many of them damaged. There were many more remaining on the roof that were loose or damaged."

Based on the photos of the roof I've seen, I think the original ridge tiles most likely became loose due to the deterioration of the mortar. This is something that happens gradually. I say this because correctly maintained mortar should be weather-resistant and unaffected by storm related weather although it will deteriorate over time.

Aviva was entitled to rely on its loss adjuster's report to decline the claim for the permanent repair and I don't think it was unreasonable for it to do so. I don't think Miss B and Mr H have thrown sufficient doubt on the loss adjuster's conclusions to make me think that Aviva should change its position on this. I think Aviva has shown it is more likely than not that there were existing maintenance problems with the roof and/or that the storm was not the main cause of the damage. It follows that I think Aviva's decision to reject this part of the claim was fair and reasonable. As there wasn't a valid claim, I don't think Aviva should be liable to pay the cost of redoing the temporary repair which resulted in mis-matching ridge tiles.

I appreciate that Miss B and Mr H's roofer actually went up onto the roof to inspect the damage whereas Aviva's loss adjuster inspected from ground level only. But, having looked at the photos he took, I think they show the condition of the roof sufficiently clearly for him to be able to form an accurate opinion of the cause of the damage.

Aviva wasn't able to inspect the roof before a second storm was due. So it authorised a temporary repair. Miss B and Mr H were probably in a relatively poor bargaining position when it came to the cost of the temporary repair as it was between Christmas and the new year when it's often hard to get work done and also they were naturally keen to have the work done as a matter of urgency before the next storm which might have made the damage even worse. So I don't think Aviva treated them fairly in saying that it would only pay what it thought the work should ordinarily have cost.

The internal damage to their property may still be covered under the accidental damage section of the policy. Aviva has said if Miss B and Mr H wish to claim for this, they should contact its loss adjuster.

Putting things right

To put things right I think Aviva should reimburse Miss B and Mr H for the cost of £1,100 (less the policy excess). As Miss B and Mr H have been deprived of the use of the money in the meantime, I also think Aviva should add interest at the annual rate of 8% simple to the cash settlement payable from the date of the claim to the date of settlement.

If Aviva considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss B and Mr H how much it's taken off. It should also give Miss B and Mr H a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons set out above, I uphold this complaint in part and require Aviva Insurance Limited to put things right as set out in the above section.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr H to accept or reject my decision before 30 September 2024.

Elizabeth Grant
Ombudsman