

The complaint

Mr and Mrs C complain 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 C in my decision for ease.

What happened

On 2 January 2024 Mr C’s roof was damaged during storm Henk. He contacted Aviva to make a claim. There was a delay in a surveyor inspecting the damage. The inspection took place on 25 January. Mr C says there were gusts of 81mph in some parts of the country. This caused coping stones from a parapet wall on his roof to be blown off. This caused damage to the main roof and also smashed some tiles on the roof below.

Mr C says it was clear the surveyor was looking for a reason to decline his claim. He says he estimated his house was built in the 1960s when it was built in 1935. He also says the surveyor misunderstood the rules around ownership of a party parapet wall. Mr C says the surveyor mistakenly referred to tiles falling onto the bay window roof. He says this was actually onto the roof above his porch. Mr C queries the surveyor’s qualifications and says it was unfair to decline his claim with reference to pre-existing damage to the parapet wall.

In its final complaint response Aviva accepts that storm conditions were experienced at the time of Mr C’s loss. But it says it agrees with its surveyor that the strong winds have merely highlighted a pre-existing issue with the roof. It says the pre-existing issues were the underlying cause of the damage.

In its response Aviva says damage to the lower roof area should be considered under Mr C’s accidental damage cover. It apologised that this hadn’t happened. Aviva asked Mr C to provide a breakdown of his repair costs, so it could consider this further. I can see the business subsequently offered Mr C £150 for the oversight in considering this damage under an accidental damage claim.

Mr C didn’t think Aviva had treated him fairly and he referred the matter to our service. Our investigator didn’t uphold his complaint. He thought the surveyor’s report was persuasive that the underlying cause of Mr C’s loss was due to pre-existing damage, which had occurred over time.

Mr C disagreed with our investigator’s findings and 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 Mr C’s complaint. Let me explain.

There are three questions we take into consideration when determining whether damage has resulted from a storm. 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.

Aviva says the maximum wind gusts recorded on 2 January 2024 were 62mph. It accepts that this meets its definition of storm force winds. From its policy booklet this is set at wind speeds of at least 55mph. So, the answer to question one is yes.

Damage due to tiles having blown off a roof is typical of something that a storm can cause. So, the answer to question two is also yes.

Question three asks whether storm conditions were the main cause of the damage. To understand more about this, I've considered the report from Aviva's surveyor. In his report he says the damage is due to age related decay to the parapet wall. He refers to patch repairs that are apparent throughout this wall. Also, where new render meets the old render the surveyor says that cracks have reformed. And that new render has pulled away from the existing render. The surveyor says the parapet wall is suffering from fatigue and that the recent weather has only highlighted these issues. He concludes that if the parapet wall was in a good condition it wouldn't have failed during the storm.

I've looked carefully at the photos taken by Aviva's surveyor. I think these reasonably support his view that the parapet wall was in a deteriorated condition before Mr C's loss occurred. Significant cracking can be seen in the mortar. As the surveyor described it's apparent that previous repairs have been carried out. Some of the cracking is along the join between the old and new render.

Having considered this evidence, the answer to question three is no. I don't think the storm was the underlying cause of the damage. I'm persuaded by the surveyor's findings that this was due to the deteriorated condition of the parapet wall. More specifically the condition of the mortar.

I note the repair estimate provided by Mr C's contractor says the loose render on both sides of the parapet wall will need to be removed and re-rendered. I think this adds to the evidence that there were pre-existing issues in this area prior to the storm.

I acknowledge Mr C's comments that Aviva hasn't confirmed what qualifications its surveyor holds. I can see our investigator asked if this could be shared with him. But the business declined referring to data protection regulations.

I've thought carefully about the point he makes. But the surveyor's report is detailed. It includes photos of the damaged roof taken from above. I assume by using a camera on a pole. This is what I'd expect to see in an inspection report. The language used within the report is indicative of someone with experience validating property damage claims. Based on this evidence the surveyor carried out an inspection professionally and produced a clear report. I also note Aviva's comments that the surveyor's report is considered by its internal claims team, before a decision is made.

I acknowledge Mr C's points about his property being older than the surveyor reported. Also,

that the surveyor referred to a bay window roof as opposed to the roof above his porch. But this doesn't persuade me that the surveyor's findings can't be relied upon. I find his report persuasive in highlighting the underlying cause of the damage. As discussed this was the deteriorated condition of the parapet wall. Not the storm conditions.

I think it's fair that Aviva offered to consider the repair costs to the lower section of roof under an accidental damage cause. This additional cover is listed on Mr C's policy schedule. Accidental damage is defined as physical damage caused suddenly by an external event. I think the damage caused by falling tiles/coping stones fits within this definition. Aviva has asked Mr C to provide a breakdown of the costs for this aspect of the work he had completed. I think it's reasonable that it has the opportunity to validate these costs. Mr C says the invoice he received doesn't provide a breakdown of the work. But I think it's reasonable to expect him to contact his contractor to request this information.

Having considered all of this, although I'm sorry Mr and Mrs C's home was damaged, I don't think Aviva treated them unfairly when relying on its policy terms to decline their claim for the reason it gave. So, I can't reasonably ask it to do anymore.

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 C and Mrs C to accept or reject my decision before 24 December 2024.

Mike Waldron
Ombudsman