

## **The complaint**

Mr B is unhappy Aviva Insurance Limited (Aviva) has declined a claim he made under his home insurance policy.

## **What happened**

In October 2022 Mr B made a claim to Aviva, his home insurer, for damage caused to his property by what he said was extreme weather conditions.

Mr B had tried to use his home emergency cover, but this didn't stop the water ingress, so Aviva were contacted to make a claim for the damage.

Aviva later inspected Mr B's property, but they declined the claim. They said the damage wasn't consistent with a one-off event of storm and instead was caused gradually and by wear and tear, which isn't covered by Mr B's policy. But Aviva recognised they could have done more in the early stages of the claim validation and paid £100 compensation.

Mr B was unhappy with Aviva's position on the claim and approached this service.

One of our investigators looked into things but she didn't uphold the complaint. She said she didn't think there were storm conditions at the time, and she didn't think the damage was consistent with storm type damage either. She also said there were exclusions in the policy for the damage caused, and she thought the £100 compensation already paid by Aviva was fair. So, she didn't recommend Aviva do anything further.

Mr B didn't agree and the case was passed to me for a final 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.

Having done so, and whilst I appreciate it will come as a disappointment to Mr B, I'm not upholding his complaint or directing Aviva to do anything further.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

Mr B's policy defines a storm as:

*"Storm – an unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.*

*The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but we take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered."*

Having looked at the available weather data and records, I don't think this shows a storm occurred at, or near to, the time of damage being reported. The maximum windspeeds recorded by the nearest weather stations in the month leading up to the reported claim were 34mph winds, and I don't consider this to be storm winds. And whilst there was some heavy rainfall around the time, it wasn't significant enough alone to be a storm in the absence of any storm force windspeeds.

Based on the weather data and records, I'm not persuaded a storm occurred at the time of the reported damage.

Is the damage consistent with storm type damage?

Mr B says the heavy rainfall alone caused the guttering to collapse, and damage to the roof which allowed water to ingress into his property.

Aviva contacted the home emergency team who had visited Mr B's property before they later did. They said the gutter was full of debris which Mr B had attempted to clear with a home-made device and there were cracked tiles on the roof.

A gutter is designed to divert water away from a property during rainfall, that's its main purpose. And on balance, it's unlikely to collapse solely due to heavy rain alone, unless there is already an issue with it, which is then highlighted by the weather conditions at the time.

A well-maintained roof is also unlikely to suffer damage such as cracked tiles due to rainfall. And it's unlikely to allow water to enter a property during heavy rainfall alone, unless there is already an existing problem with it.

So, I don't think the damage being claimed for is consistent with heavy rainfall alone – which I also don't think is storm conditions either.

Was the storm the main or dominant cause of the damage?

Firstly, for the reasons outlined, I don't think it's been shown that there was a storm. And I also don't think the damage being claimed for is consistent with rainfall alone. So, if there wasn't a storm, and the damage wasn't consistent with rainfall alone, I can't reasonably conclude a storm was the dominant or effective cause of the damage.

But Aviva also reached conclusions on why they think the damage was caused, in the absence of storm conditions. For completeness, I'll consider this too.

Mr B's roofer provided a written report which said (I've included the typos):

*"Hi im (name) from (company name) we attend (Mr B's) property check for water damages I am covered the side tiles I believe it to be storm damage cause the damage the roof the weight of the water drop the felt just by the fascia board which in due course to the bottom end of felt damaged wooden fascia board as a fault of this we had to change Felt and batten plus retailers we had to replace bottom end of wooden fasciw"*

So, in their view the weight of the water caused damage to the fascia boards and roof. But as outlined above, I don't think this type of damage would be caused by heavy rainfall alone.

Aviva also carried out an inspection and in relation to the external damage, concluded (I've included the typos):

*"The failure of the gutter which has lead to the decay of the original wooden fascia wood of been a clear ongoing issue, the gutter which the insured claims to have suddenly collapsed from a single weather event is not consistent with any of the clear areas of damage present. Wood decay happens gradually from being exposed to water penetration, this subsequently caused the gutter to collapse, the weather at the time of the loss has merely highlighted the historically failed area."*

And in relation to the internal damage:

*"The point of claim is to the external facing walls of the hall, stairs and landing to the rear of the property, the damage present is consistent with a long term issue with water penetration following the failed gutter."*

*The gutter has since been repaired in full prior my visit. It is evident from my on-site survey that the leak has been in clear site for a number of months, following the extensive mould growth present the two coat plaster will need to hacked off to the brick, area dried and the external wall re-plastered."*

Whilst Mr B says the mould occurred shortly after the water ingress occurred, having taken into account all the information provided, including images of the damage, I'm persuaded, on balance, that they support the conclusions reached by Aviva's surveyor. In my view the images support that the damage has occurred gradually and over time, and as a result of wear and tear rather than by a one-off incident. Therefore, I don't think Aviva reached an unreasonable conclusion.

Mr B's policy excludes:

*"General exclusions*

*These exclusions apply to all covers in this booklet.*

*We won't pay for:*

*1. Gradually occurring damage*

- Wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation;*
- Any other gradually occurring damage (except subsidence, heave and landslip)."*

With the above in mind, I don't think Aviva has unfairly declined Mr B's claim for storm damage. I don't think there was a storm, or that the damage was consistent with rainfall alone. Instead, I'm persuaded it was caused by wear and tear and gradual damage, highlighted by the weather at the time, and the above exclusion also applies to all sections of cover under Mr B's policy.

Aviva accepted that in the early stages of the claim they could have done more to consider whether the claim was covered by an insured event and paid £100 compensation for this. I think that was reasonable, so I'm not going to direct Aviva to increase this.

**My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 10 October 2023.

Callum Milne  
**Ombudsman**