

The complaint

Mr and Mrs F complain about poor quality repairs arranged by Aviva Insurance Limited (Aviva) following a storm damage claim in August 2020, under their home buildings insurance policy.

Mr F is the main contact – I'll refer to him throughout my decision for ease of reading.

What happened

In August 2020 Mr F's roof was damaged as a result of a storm. Internal damage was also caused due to rainwater ingress. Aviva arranged for the damage to be repaired. This was completed early in 2021. In late October 2022 Mr F contacted Aviva again. He says water ingress is occurring in the same area. He believes this is the result of its poor-quality repairs.

Aviva sent a surveyor to inspect the damage. It says the surveyor found no evidence its repairs had failed. The water ingress was thought to be the result of the deteriorated condition of the roof. Particularly the roof valley, which had been patch repaired previously, and needed replacement. Aviva says the water ingress Mr F highlighted wasn't linked to the previous storm claim, or any defective repairs. It says it was due to an ongoing gradual cause. This isn't covered by his policy.

Aviva said it wasn't upholding Mr F's complaint. But if he obtained a roofer's report it would consider the matter further.

Mr F disagreed with Aviva's response. He says one of its surveyors told him the repairs weren't completed to a good standard. Because he remained dissatisfied he referred his complaint to our service. Our investigator didn't uphold his complaint. He says Aviva acted fairly by sending a surveyor to inspect the repairs. The surveyor didn't think the repairs were defective. Our investigator says there is no evidence of another surveyor having a different opinion.

Based on this evidence our investigator didn't think Aviva had treated Mr F unfairly.

Mr F disagreed 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 F's complaint. I'm sorry to disappoint him, but I'll explain why I think my decision is fair.

I can see from the records provided that repairs were carried out to some of the tiles on Mr F's roof following storm damage in August 2020. The claim records refer to a "wet storm" and describe tiles that were dislodged, resulting in water ingress internally. The repairs were

completed in early 2021.

Aviva's claim records show Mr F called in October 2022 to report water damage in the same area as before.

We expect any repairs an insurer arranges to be both effective and long lasting. So, when Mr F reported this issue, I'd expect Aviva to inspect his roof to identify whether there was a problem with the work its contractor completed. This is what it did. I've read the report Aviva's surveyor provided following the inspection. This says:

"I met with Mr [F] this morning at 09:45 and he showed me around to the rear of his property. The customer advised that the works that we have previously undertaken have failed along with roofing works undertaken by [contractor] who are an approved Aviva Supplier.

I checked the roof with my pole camera and can see no evidence at all that any works carried out to the roof have failed. The customer is [sic] roof is the original roof which is at least 70 years old and is need of general maintenance or replacement. I pointed out that the neighbour (No3) has had a complete roof replacement and the neighbour at No7 has serious issues with his Valley Gaby are clearly visible and indicative that the roof is failing through fatigue.

I explained that the rainwater is getting in through the lead valley which has been patch repaired previously and that the roof needs a complete new Valley with new Valley boards and Leadwork. The customer also pointed out that some cement is coming away from the ridges and I again I explained that this is not peril related.

Conclusion - There is no further involvement required... as the works completed to rectify the storm damage have been completed to an acceptable standard by our contractors and the contractor appointed by Aviva.

The issues with the roof are as a direct result of failure through a gradually operating cause."

I've examined the photos the surveyor provided with his report. This shows a number of slipped/dislodged tiles to the roof valley. The roof appears to be of some age with signs of general deterioration.

I'm not an expert in this area and must rely on the opinion of those who are. I think the photos support the surveyor's findings that Mr F's roof needs repairs that are unrelated to storm damage from 2020. The recent damage is more probably the result of the age and deteriorated condition of the roof. I acknowledge Mr F's view that because the water ingress is in the same area as the damage from 2020 - this shows the original repairs have failed. But I'm more persuaded by the surveyor's expert opinion that other areas of the roof are in a deteriorated condition and are the cause of the problem – not defective repairs from the earlier storm claim.

I haven't seen evidence to support Mr F's comments that a surveyor appointed by Aviva thought the previous repairs were defective. I've read all of the records provided, but I can't see a report or record that indicates the repairs it arranged were thought to be substandard.

Mr F hasn't provided a surveyor's report or other expert opinion that shows the repairs competed at the time of the storm claim were defective. I note Aviva told Mr F if he provided a report and/or photos from a roofing contractor it would reconsider his claim. But I can't see that he provided this information.

I don't dispute Mr F's recollection of what Aviva's surveyor said. But I have no record to

support this. He clearly has strong views that it's the storm repairs that are to blame for the current water ingress. But he hasn't provided evidence that persuades me he's right.

Having considered all of this, I think Aviva treated Mr F fairly when sending a surveyor to inspect the previous repairs and ascertain if they were defective. I don't think it behaved unfairly when deciding the repairs weren't the cause of the current water ingress and declining to carry out remedial work. Because of this 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 Mrs F and Mr F to accept or reject my decision before 8 September 2023.

Mike Waldron
Ombudsman