

## **The complaint**

Mr P complained that Aviva Insurance Limited (Aviva) unfairly declined part of a claim under a home insurance policy.

## **What happened**

Mr P contacted Aviva to make a claim for storm damage. Aviva agreed to cover some of the damage, but said it wouldn't cover the damage to the conservatory or the front garage door. When Mr P complained to this service, it was agreed that Aviva would carry out a new survey and reconsider the claim.

Following this, Aviva carried out the new survey. It told Mr P that it still wouldn't cover the damage to the conservatory or the front door to the garage, as it wasn't storm related damage. When Mr P complained to Aviva, it maintained its decision to decline the claim. So, Mr P brought his new complaint to this service.

Our investigator looked at the new complaint and didn't uphold it. She said it was reasonable for Aviva to rely on its experts' opinion and to decline the claim for the conservatory and the front garage door.

As Mr P didn't agree, the complaint was 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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

It isn't in dispute that there were storm conditions around the time of the claim and having looked at the weather conditions, I can see there were storm strength winds. I also think a storm could damage a conservatory and a garage door in some circumstances. So, I think the answer to the first two questions is yes.

So, I've thought about whether the storm conditions were the main cause of the damage. First, I've considered the conservatory. The new survey found issues with the condition of the conservatory. This included issues with the flashing, sealant and roof panels, which had allowed water to enter. Looking at the report and the photos, the surveyor identified a range of pre-existing issues and explained why these would have been the cause of the damage

rather than the storm. So, I think it was reasonable for Aviva to rely on this to decline the claim for the conservatory.

I'm aware Mr P provided further comments and photo and video evidence, which I've considered, but this doesn't change my view. For example, I've looked at the photo of the conservatory Mr B provided that he said was taken about seven months before the incident. I couldn't see rust on the conservatory roof, but I'm aware the angle of the photo and the distance at which it was taken makes it difficult to directly compare Mr P's photo with the surveyor's. I also note Mr P has described how quickly a fire pit rusted in his garden. So, this doesn't persuade me that, even if there was no rust seven-months before the storm, it couldn't have appeared after the photo was taken but before the storm happened or that it was unreasonable for Aviva to decide the rust was pre-existing. I also don't think the video Mr P provided to show the door wasn't bloated at the time he recorded it showed the door wasn't bloated at the time of the surveyor's visit.

I've also looked at the damage to the front garage door. When Aviva carried out the new survey, it said no storm damage had been found to the door. It found issues with the frame, including that the leg joints were rubbing against the frame for some time, affecting its ability to open and close. Overall, the survey concluded that the weight of the door should have been able to suppress the winds and that the deterioration of the frame and missing pointing around that area, which might have added pressure to the spring, led to the door moving up and down and being out of plumb. In my view, Aviva's assessment explained the likely cause of the damage and its reasons for this and why the main cause of the damage was due to pre-existing issues, not the storm, even if the storm highlighted the damage.

I'm aware Mr P thought some of the surveyor's photos gave a misleading picture of the damage and didn't show it in full, including the dent in the door. He also provided photos and videos of the garage door, which I've looked at along with his comments. I don't think these show that Aviva's conclusions were unreasonable. Mr P has commented on issues such as his more recent photos showing the frame hadn't moved any further away from the wall in the period between Aviva's photos being taken and Mr P taking his photos, which Mr P said he would have expected if Aviva's assessment was correct that the movement was due to progressive wear and tear. It's my understanding that Mr P doesn't have specific expertise in this area, including on how this issue would have progressed, and I don't think I can fairly say his view should override Aviva's expert's view about the condition of the door at the time of the survey.

So, having considered the circumstances of the claim and complaint, I think it was reasonable for Aviva to decline the claim for the conservatory and the front garage door. As a result, I don't uphold this complaint or require Aviva to do anything further in relation to it.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 30 October 2023.

Louise O'Sullivan  
**Ombudsman**