

The complaint

Ms E is unhappy that Aviva Insurance Limited declined her claim for storm damage.

What happened

Ms E had buildings and contents insurance underwritten by Aviva. She claimed under her policy after she found damage to her roof and bedroom ceiling following storm-like weather.

Aviva didn't think there'd been a storm, but it appointed a roofer to inspect the damage. On receipt of the roofer's report, Aviva declined the claim. It said the roof showed signs of wear and tear both outside and inside. Therefore, Aviva said the poor weather conditions had simply highlighted existing damage.

Ms E complained to Aviva. She didn't think it had fairly declined her claim. Aviva issued its final response to her complaint explaining that it maintained its position. So, Ms E brought her complaint to us.

Our investigator agreed that the roof showed signs of wear and tear, so he thought Aviva had declined the claim for the roof fairly. However, he said Aviva should consider the internal damage because it was consistent with a one-off event and, therefore, covered under the accidental damage section of the policy.

Aviva didn't agree. It said the policy excluded cover for water ingress if there wasn't a valid claim for storm damage.

Ms E provided photos of her roof to show that it was in good condition, and pointed out that the area Aviva had photographed was the wrong part.

On reviewing further evidence, our investigator thought the policy didn't cover the internal damage, and he was of the opinion that Aviva had looked at the correct part of the roof. Therefore, he didn't uphold Ms E's complaint.

Neither party responded, so the complaint was 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've decided not to uphold the complaint. The details of the complaint are well known to both Ms E and Aviva, so I'll focus on giving the reasons for my decision.

Although Aviva's evidence indicated there hadn't been a storm, other weather data suggested that there were storm-like conditions. As other factors affect the impact of storm-like conditions, I've considered whether the damage was likely caused by a storm.

Aviva's expert report included photos of the roof showing previously repaired damage, slipped tiles, and evidence of nail fatigue. Its explanation of the images is consistent with

wear and tear which is the reason it gave for declining this part of the claim. I'm persuaded by Aviva's evidence that the roof showed signs of wear and tear.

Ms E said Aviva used photos of the wrong part of her roof to reach its decision. On request, Aviva provided its photos and confirmed that it had looked at the correct part of the roof. I'm satisfied that the report and photos support this.

A well-maintained house is unlikely to suffer damage except in the most severe weather conditions. The weather data indicated conditions which could've met the storm definition. However, the same data doesn't suggest conditions that would've been classed as severe. Therefore, I think it's more likely than not that the rain got inside Ms E's home because of the existing wear and tear.

For these reasons, I'm satisfied that Aviva fairly declined Ms E's claim under the wear and tear exclusion, in line with the policy terms and conditions.

Aviva declined the interior damage claim because cover for water ingress which isn't caused by an insured peril is excluded. I've said that Aviva fairly declined Ms E's storm damage claim because the evidence suggests that the damage was due to wear and tear. Therefore, it follows that the interior damage caused by the water ingress was also due to wear and tear.

Wear and tear is not an insured peril, so it's reasonable that Aviva relied on the policy exclusion to decline the claim for interior damage.

Overall, I'm satisfied that Aviva declined Ms E's claim fairly and reasonably for the reasons it gave and in line with the policy terms and conditions. I won't ask Aviva to do any more in respect of this complaint.

My final decision

For the reasons I've given, my final decision is that I don't uphold Ms E's complaint, and I'm not asking Aviva Insurance Limited to take any action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms E to accept or reject my decision before 21 December 2023.

Debra Vaughan
Ombudsman