

The complaint

Mrs C complains that Aviva Insurance Limited unfairly declined a claim she made under her home insurance (buildings) policy.

Aviva is the underwriter of this policy, and the underwriter is responsible for complaints about claims. Part of this complaint is about what happened with other businesses (agents) that did work for Aviva. As Aviva has accepted it is responsible for anything these other businesses did, any reference to Aviva includes the actions of the other businesses.

What happened

In mid-2023, Mrs C made a claim under her home insurance policy with Aviva after noticing damage to the outside of her property. Aviva arranged for a loss adjuster to visit Mrs C's home. The loss adjuster concluded that the damage wasn't caused by a storm, so Aviva declined the claim.

Mrs C raised a complaint, but Aviva maintained its position. So, Mrs C asked our service to consider the matter. Mrs C told us she believed the damage had been caused by lightning strikes in her area in July 2022.

Our investigator didn't think Aviva's decision to decline Mrs C's claim was unfair. But she thought there had been some issues with the service Aviva and its agents had provided at times. So, she recommended Aviva pay Mrs C £150 for distress and inconvenience.

Mrs C disagreed with our investigator's outcome. She said the damage to her property was nothing to do with windspeeds. She said Aviva didn't have the year right. Her claim was for damage in 2022, not 2023. She said there was a thunderbolt about half a mile from her in 2022, which had caused a lot of damage to another property. She said everyone near her claims a thunderbolt landed on their house and a lot of people had rendering and tiles removed because of it. The met office had told her there were over 600 lightning strikes recorded in her area in July 2022.

Mrs C commented that the loss adjuster had arrived at her house early on a Sunday morning without calling beforehand and hadn't shown any identification. She said he took photographs of her house and houses nearby but wasn't interested in seeing the rubble that had been removed from her house. She also suggested that Aviva may have declined her claim because of her age.

As Mrs C disagrees with our investigator's outcome, her complaint 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've decided to uphold Mrs C's complaint in part, I'll explain why.

I understand Mrs C believes her complaint should be against a different business. But the Financial Conduct Authority says that the underwriter (insurer) is responsible for a claim. This means that complaints about a claim decision or how it was handled need to be set up against the insurer. Mrs C's policy schedule shows that Aviva is the insurer for her buildings cover. So, I'm satisfied that this complaint has been set up against the correct business.

The policy's terms and conditions cover Mrs C for any loss or damage to her buildings unless an exclusion applies.

One of the policy's exclusions is:

"Loss or damage arising from:

- *gradual causes*
- *wear and tear*
- *corrosion, deterioration or similar causes*
- *wet or dry rot."*

According to Aviva's notes, when Mrs C made her claim in July 2023, she said she believed the damage to her property was caused by a storm. Mrs C says she isn't claiming that the damage was caused by high winds or rainfall. She believes the damage was caused by lightning, which occurred in July 2022. She says Aviva was looking at the wrong date.

Aviva says the damage to Mrs C's property is cracking to the render. It says this type of damage occurs over a period of time and was not due to a one-off storm event. It says the date of loss would not affect its decision to decline Mrs C's claim.

I've checked the weather reports for the weeks leading up to the date Mrs C made her claim and there doesn't appear to have been storm conditions around that time. There's no evidence of high winds or heavy rainfall around the time Mrs C says the damage happened (in July 2022) either.

Mrs C believes that the damage to her property was due to a lightning bolt in July 2022, but she didn't make her claim until around a year later. She's told us she didn't make her claim earlier because she's registered blind and hadn't noticed the issues until they were pointed out to her.

The weather reports from July 2022 show that there were a high number of lightning strikes within 50 miles of Mrs C's postcode. However, I haven't seen any evidence to show that Mrs C's property was struck by lightning. Nor have I seen any expert evidence to indicate that the damage to Mrs C's property was due to a one-off lightning strike.

The report from the loss adjuster's visit in July 2023 says the external render was cracking and Mrs C had arranged for her own builder to remove some areas of render as a safety measure. It says other houses built at the same time have had similar problems.

The report goes on to say:

"In respect of liability, there is no evidence of a single storm and the neighbour's house shows deterioration, indication damage is gradual. Even a severe storm would not damage sound render and the event would not be considered as a one off storm. It should be noted render has fallen on more than one occasion, sometimes exposing the timber behind."

Photographs in the report show damage on several parts of the rear of Mrs C's property. There are also photographs showing damage to the render of Mrs C's neighbours' properties as well as another property close by.

The loss adjuster has commented that Mrs C's property is located less than five miles from the sea and has suggested that the type of render might not be suitable for the location.

I appreciate Mrs C strongly believes her property was damaged by lightning. But the fact that there was lightning in her area around a year before she made her claim, isn't enough to show that this was the cause of the damage to her property.

Having considered all of the information available, I think the damage to Mrs C's property is likely to have happened gradually, rather than being as a result of a sudden one-off event, such as a storm or lightning strike. Given that the policy excludes damage arising from gradual causes, I don't think it's unfair for Aviva to decline Mrs C's claim.

Mrs C has also raised concerns about the customer service she received from Aviva and its agents. Aviva hasn't responded to our investigator's outcome where she recommended it pay Mrs C £150 for distress and inconvenience. I think this amount reasonably recognises the impact of the poor service Mrs C has complained of.

I know my answer will be disappointing for Mrs C, who has had to pay a significant amount of money to have the damage to her building repaired. However, I think Aviva's decision to decline her claim was fair and reasonable, and in line with the policy's terms and conditions.

Putting things right

Aviva should pay Mrs C £150 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mrs C's complaint and direct Aviva Insurance Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 5 March 2024.

Anne Muscroft
Ombudsman