

The complaint

Mr and Mrs S are unhappy their claim for damage to their property following torrential weather has been declined by Aviva Insurance Limited ("Aviva") under their home insurance policy.

What happened

Mr and Mrs S made a claim to Aviva following torrential rainfall. Rainwater entered their property causing damage to their dining room.

Aviva appointed a surveyor to review and validate the claim. Based on the surveyor's report, Aviva decided to decline the claim. It didn't think Mr and Mrs S had a valid claim under the policy. It said the weather wasn't severe enough for the claim to be valid under the storm peril and accidental damage didn't cover Mr and Mrs S in the circumstances of an external water leak.

Mr and Mrs S want the claim paid in full. They said there was torrential rain which caused structural damage.

Our investigator decided not to uphold the complaint. She thought Aviva had fairly declined the claim based upon the evidence provided and in line with the terms and conditions of the policy. She didn't think there was evidence Mr and Mrs S had a valid claim under the policy. Mr and Mrs S disagreed, so the case has been referred to an ombudsman.

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 reviewed the complaint, unfortunately, I don't uphold it. I know this will be disappointing for Mr and Mrs S so I'll briefly explain why.

Insurance policies only tend to cover certain risks (or events), not every eventuality. Mr and Mrs S have a potential claim here under the storm peril or the accidental damage peril within the policy. I've reviewed both of these.

When our service looks at a storm claim, there are three questions to consider:

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

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Aviva said it had reviewed the weather conditions from the previous six weeks leading up to the reported incident. It said there were no heavy winds or rainfall that met the storm criteria.

The policy defines storm as *“An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow”*. It further defines it as *“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”*.

I have access to weather reports via our Service, so I've checked these. I can confirm the weather reported around the time of the reported incident didn't meet the threshold for a storm. Therefore, as Aviva declined the claim for this reason (as articulated in its final response letter), I think it has fairly declined the claim.

I've also considered if Mr and Mrs S had a valid claim for accidental damage. But, Aviva said the policy excluded cover for damage caused by *“water entering from the outside of your home”*. Having checked the policy, I can confirm this is the case, therefore, Aviva were reasonable to rely on this exclusion as this was the cause for the damage.

Therefore, as Mr and Mrs S didn't have a valid claim under the policy (i.e. there wasn't anything within the policy they could claim for), I think Aviva have been fair to decline the claim. So, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 31 March 2025.

Pete Averill
Ombudsman