

The complaint

Mr H complains that Aviva Insurance Limited (“Aviva”) unfairly declined his claim for storm damage, under his home buildings insurance policy.

What happened

In September 2024 Mr H says a storm with high winds and heavy rain damaged his roof. The rainwater ingress caused further damage to a bedroom. Mr H says the damage was so severe that he had to get repairs started immediately. Once the repairs were completed he contacted Aviva to make a claim. He was told that the weather records don’t show storm conditions were experienced. So, it declined his claim. Mr H didn’t accept this and complained.

In its final complaint response Aviva says it checked the weather conditions around the time of Mr H’s loss. As well as looking at the previous six weeks. Aviva says there were no storm conditions recorded in this period and it maintained its decline decision.

Mr H didn’t think he’d been treated fairly and referred the matter to our service. Our investigator declined his claim. She agreed that there was no record of storm conditions, which means Aviva acted reasonably when declining Mr H’s claim for storm damage.

Mr H didn’t accept our investigator’s findings and so the 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’m not upholding Mr H’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I’ve looked at the weather records from the time of Mr H’s loss and in the weeks preceding this. A few days before the damage occurred a maximum wind gust of 28mph was recorded. From around two weeks prior to this, slightly higher wind gusts up to 34mph were experienced. 19.8mm of rain fell in one hour on 21 September 2024. These are the

maximums that were recorded around the time of Mr H's loss.

Aviva's policy terms define storm winds reaching in excess of 55mph. Based on the records I've seen wind speeds were below this level, and well below the speeds at which structural damage is typically seen.

Mr H says the wind he experienced was very strong. He says the weather data Aviva and our service have used, doesn't accurately reflect the wind speeds where his home is situated. I note his suggestion that he can take wind speed recordings and compare this with our data to prove his point. I've thought about what he says. But the maximum recorded wind gusts were well below the level considered to be storm force. I've checked the weather more generally in Mr H's part of the country. Heavy rain was experienced at the time of his loss. But there were no storm force winds. Based on this evidence I'm satisfied that storm conditions weren't experienced.

Heavy rain on its own shouldn't cause damage to a well-maintained roof. Strong winds are typically the cause of roof tiles being damaged or blown off a roof. Rainwater can then enter the property as a result of the damage caused by the wind. Based on what I've seen there's no evidence that storm force winds were experienced. Heavy rain was recorded in the days preceding Mr H's loss. But having reviewed the photos, the damage to Mr H's roof tiles was significant. This isn't the type of damage associated with rainfall.

If I accept that a rainstorm had occurred around the time of Mr H's loss, it still remains that the damage that occurred to Mr H's roof isn't typical of the damage caused by a rainstorm. This means the answer to question two is no. So, this still supports Aviva having fairly declined Mr H's claim for storm damage.

In summary I don't think Aviva treated Mr H unfairly when it relied on its policy terms and declined his claim for the reason it gave. So, I can't reasonably ask it to do anymore.

My final decision

Your text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 18 April 2025.

Mike Waldron
Ombudsman