

The complaint

Mrs and Mr H complain Aviva Insurance Limited ("Aviva") has unfairly declined their claim for storm damage on their property insurance policy. They've also said they're unhappy it delayed their claim; didn't make reasonable adjustments to meet the needs of their vulnerable household; and failed to adequately respond to their subject access request ("SAR").

All references to Aviva include its agents.

I understand Mrs and Mr H have additional home emergency cover but this decision relates to their claim on their property insurance policy only.

What happened

Mrs and Mr H's property insurance was renewed in August 2023. In November 2023, they made a claim for damage which they say was caused by a storm. They explained there was an ingress of water through their roof which had caused damage inside their property. Mrs and Mr H explained to Aviva that due to their circumstances, their household was vulnerable. So it agreed to keep them updated more regularly and deal with the claim faster.

On 23 November 2023, Aviva arranged for a loss adjuster to inspect Mrs and Mr H's property. Aviva told Mrs and Mr H around 16 January 2024 it was declining their claim for the external damage caused as it didn't consider a storm to be the cause of damage. But it said it would cover the cost of repairing damage inside the property under their accidental damage cover. The loss adjuster's report indicated the weather data from the time didn't meet the definition of a storm under the policy terms. And although it suggested there could've been higher levels of wind and rainfall at Mrs and Mr H's property due to its location, it highlighted there were no signs of uplifted, dislodged or missing roof tiles.

Mrs and Mr H were very unhappy it took Aviva around eight weeks to get in touch about their claim, particularly as they'd explained the damage was causing extreme distress to their vulnerable family. In the meantime, they'd chased Aviva numerous times for an update, made a SAR which hadn't been responded to yet and raised a complaint about the service they'd received. They also asked Aviva to recommend a contractor to carry out repairs. Aviva did so in January 2024 after previously saying it couldn't.

After some back and forth, Aviva arranged for its contractor to visit Mrs and Mr H's property to review the damage. The contractor provided a scope of works for inside the property which both parties accepted. But they told Aviva there wasn't any storm damage to the roof so it continued to decline the claim for the external damage.

Mrs and Mr H didn't agree with Aviva's decision to decline the claim. They said neither the loss adjuster nor the contractor had inspected their property fully as they didn't go up to the roof. So they raised a complaint about this. They provided further information including photos of their property and a tree which they say was at an angle because of the storm; a weather report; details about the location of the weather station; and invoices which they say showed the roof was in good condition before November 2023. They said the storm caused damage to the coping stones and tabling which let rainwater through.

In its final response letters, Aviva maintained its decision to decline the claim for the external damage. It said the roof looked like it had suffered wear and tear which wasn't covered under the policy terms, the inspections were sufficient and the photos supported its findings.

Aviva did however accept it had provided poor customer service to Mrs and Mr H and offered them a total of £600 to make up for it. It also amended inaccurate information the loss adjuster recorded about them. It asked Mrs and Mr H to arrange for the external roof repairs before it carried out the internal repairs to avoid further, ongoing damage. Mrs and Mr H confirmed this work was completed in July 2024. The internal repair work was completed by Aviva around October 2024.

Unhappy with what had happened, Mrs and Mr H asked our service to look into things. Our Investigator thought the claim had been decided fairly on the evidence provided. She also thought Aviva had done enough to make up for what had gone wrong. As the complaint wasn't resolved, it was passed to me to reach a final decision.

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.

I can see Mrs and Mr H have spent a great deal of time collating and providing information to support their complaint and that it has been very important to them for a long time. So I thank them for taking the time to provide the comprehensive information that they have.

I recognise I've summarised this complaint and I've done so using my own words. I'm not going to respond to every single point made by the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service. If there's something I've not mentioned, it isn't because I haven't thought about it. I've given careful consideration to all of the submissions made before arriving at my decision and I'm satisfied I don't need to comment on every individual argument to reach what I consider to be a fair outcome.

Having done so, I don't uphold this complaint for broadly the same reasons as our Investigator. I know Mrs and Mr H will be very disappointed.

When we look at a storm claim complaint like this, there are three main questions to decide whether the claim relates to a storm and should therefore be met by the insurer. These are:

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 damage?

If any of the answers to the above questions are no, then an insurer is generally able to reasonably decline the claim.

Were there storm conditions?

The policy terms define a storm as:

'A period of violent weather defined as: a) Wind speeds with gusts of at least 48 knots (55mph) which are the equivalent to Storm Force 10 on the Beaufort Scale; b) torrential rainfall at a rate of at least 25mm per hour; c) snow to a depth of at least one foot (30cms) in 24 hours; or d) hail of such intensity that it causes damage to hard surfaces or breaks glass.'

In its report to Aviva, the loss adjuster provided weather data which showed there were no storm conditions on the date Mrs and Mr H say the damage happened. Our service has also looked at weather data from around the date of the claim using a different provider, and found no storm conditions in line with the terms of the policy.

I know Mrs and Mr H have said the weather data isn't accurate to where they live as they say the weather station is more shielded than their property is from the wind and rain. But I can see Aviva took that into account when deciding the claim and I've done so now. I need to decide on the evidence, whether it's *more likely* the weather at the time met the definition of storm conditions. And whilst I accept there might have been some difference between the weather data and the weather Mrs and Mr H experienced at their property, the wind speed and rainfall would need to have been significantly higher than the data shows to meet the definition of a storm.

I've considered the distance of Mrs and Mr H's property from the weather station and that I can't see from the photos taken at the time of the claim there was damage such as missing roof tiles or slates which I'd usually expect to see if there was a storm. And I'm satisfied the weather report gives a good indication of what the *likely* weather was at the time.

Mrs and Mr H have given us other evidence including a photo of a tree at an angle. But it looks to me this was taken a few months after their claim, during which time they've said there was further bad weather. In any event, it doesn't make a difference to the outcome as I don't think the damage was consistent with storm damage in this case. I'll explain why.

Is the damage consistent with storm damage?

Aviva says the damage to Mrs and Mr H's property was caused gradually and isn't consistent with a storm. They've provided the report from the loss adjuster and commentary from their contractor to support this. The report highlights that there were no uplifted or missing slates which I'd normally expect to see from storm damage to a roof. And the photos in the report support this, including around where the water ingress was. So I'm persuaded by what Aviva's said here.

I appreciate Mrs and Mr H don't think Aviva carried out a thorough enough inspection of the roof. But from the pictures provided, I can see they were able to view the areas affected. So I'm not persuaded they needed to carry out a closer inspection by climbing on the roof. Mrs and Mr H say the water ingress was caused by damage to the coping stones and tabling which they say is consistent with storm damage. But the invoices from the repair work seem to show further work was needed to make the roof water-tight including replacing old cement. So I don't think the problems with the roof were limited to just this.

Based on everything I've seen in this case I'm not satisfied the damage to Mrs and Mr H's property is consistent with storm damage. And under the terms of the policy, loss caused by gradually operating causes including wear and tear are excluded. So I think Aviva has fairly declined the claim.

Customer service

Mrs and Mr H are unhappy with the service they received from Aviva. They were very open with Aviva about what they were going through and explained that their circumstances at home meant they needed things to be dealt with quicker as the damage to their property was causing a great deal of distress to their vulnerable household. I don't doubt anything Mrs and Mr H have said about the impact of the circumstances on them and their family, I can see from everything they've said that it must've been a very difficult time for them. So I understand the time it took for Aviva to let them know their claim hadn't been accepted – and the lack of response when they were getting in touch throughout December 2023 and January 2024 – must've been extremely worrying and frustrating for them. Especially considering they were told they'd have an update every two weeks.

Aviva has offered Mrs and Mr H £600 as compensation to make up for everything that went wrong with the service they provided. I've considered this alongside the amount of time the issues went on for – just under eight weeks – and that some of the stress Mrs and Mr H and their family experienced was due to the nature of the claim and the damage that was caused rather than Aviva's actions. And overall, whilst I do understand this must've been a very difficult time for Mrs and Mr H, I think the offer is fair and in line with what I'd expect to see in the circumstances.

I know Mrs and Mr H are unhappy with a number of issues including that Aviva initially said it couldn't recommend a local contractor; it recorded inaccurate information about them in the loss adjuster's report and provided an incomplete response to the SAR. But I'm satisfied Aviva put these things right as soon as it became aware of them. Taking together its actions and the offer it made to compensate Mrs and Mr H for what went wrong in this case, I don't think it needs to do anything more.

Mrs and Mr H have referred to the Consumer Duty which I've considered alongside all other relevant rules, legislation and good practice to reach the outcome I have. In particular, I agree Aviva should have offered them helpful and accessible customer support, so it was as easy to use their service as it was to buy the policy in the first place. And as I've explained, I don't think it did in the circumstances. But I think it's already done enough to make up for this, so this doesn't change the outcome I've reached in this case.

My final decision

It's my decision that I don't uphold Mrs and Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 22 May 2025.

Nadya Neve
Ombudsman