

The complaint

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

All references to Aviva include its agents and contractors.

What happened

Mr L noticed water ingress in an upstairs bedroom at his home in January 2025. He said this was the result of a ‘torrential’ rainstorm. He contacted Aviva to make a claim. It sent a surveyor to inspect the damage. Mr L said it then declined the claim referring to wear and tear and pre-existing issues as the cause of the damage.

Mr L told Aviva there had been flooding in his local village on the evening the damage was noticed. He said no leaks had occurred previously and a survey carried out when the property was bought, around four years earlier, highlighted no concerns with the roof. Mr L didn’t think Aviva had considered his claim fairly and so he complained.

In its final complaint response Aviva told Mr L that it had reviewed its surveyor’s findings. It said it was unable to evidence any storm related damage. It said the winds have highlighted some pre-existing issues as opposed to being the ‘proximate’ cause of the damage. Aviva said that its policy terms exclude damage due to wear and tear and maintained its decline decision.

Mr L didn’t accept Aviva’s decision and referred the matter to our service. Our investigator didn’t uphold his complaint. He thought Aviva’s comments were persuasive that the damage was the result of a gradual cause, not a one-off storm event. He also considered whether cover was in place under an accidental damage cause. He didn’t think it was, as the same exclusions applied regarding damage caused gradually.

Mr L didn’t agree with our investigator’s findings. He said the damage had resulted from torrential rain and should be covered under his policy. Because he didn’t agree, Mr L asked for an ombudsman to consider his complaint.

It 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 L’s complaint. Let me explain.

It’s for the policyholder to show that they have suffered an insured cause. If they can then, generally speaking, the insurer should pay the claim. This is unless it can rely on a policy exclusion not to. Mr L said the damage to his home was caused by a storm. I’ve focused on this here.

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 data from around the time Mr L first noticed the damage on 5 January 2025. The weather station that recorded the data was around ten miles from his home.

The maximum wind speed recorded on this date was 28mph. Maximum hourly rainfall was recorded at 4.8mm. I've also checked the data over the preceding week. The maximum wind speed was recorded at 52mph on 1 January 2025. But the rainfall recorded was much lower for this period.

I've also checked the data Aviva provided. This shows wind gusts up to 54mph were recorded on 22 December 2024 with the highest hourly rainfall recorded on 5 January 2025.

Mr L's policy defines a storm as:

"An extreme weather event with persistent high winds with gusts normally exceeding 55mph (48 knots) and/or heavy rainfall at a rate of at least 25mm per hour and/or snow to a depth of at least 30cm in 24 hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to our weather data. We will also take other factors into consideration such as where the property is sited."

Based on this evidence the conditions didn't meet Aviva's definition for a storm. This is true for both wind and rain on the date the damage was noticed and in the preceding weeks. However, the weather stations that recorded this data are around ten miles from Mr L's home. Wind speeds of close to the policy definition of storm were experienced. I've also considered the news report Mr L provided that shows localised flooding. The weather data doesn't support a rainstorm having occurred around the time the loss was noticed, nor in the preceding weeks. But it is possible that storm force winds were experienced where Mr L's home is located. Having considered all of this I think it's reasonable to accept the answer to question one is yes.

Rainwater ingress is something that is fairly typical of damage caused by a storm. So, the answer to question two is also yes. The final point I need to be satisfied with is that a storm was the main or underlying cause of the damage. To understand more about this, I've read the surveyor's report that Aviva provided. I've copied the relevant excerpts below:

"We noted damage to the cracked and defective mortar to [sic] hip line and silicone repairs made to the roof tiles above the internal damage. Overall, there are no obvious signs of damage to the roof. In our opinion, the damage is not consistent with an insurable peril for storm... The rainfall in the area does not meet the Insurance Companies criteria to offer a contribution... the claim is declined and cannot be considered due to the exclusion of age-related wear and tear as a result of the following unknown damage caused to the roof, and believed [sic] winds and rain have merely highlighted a pre-existing problem."

I've looked at the photos of Mr L's roof taken from an elevated position. There is a section of

mortar that has come away from the line of hip tiles. The surveyor has also pointed to a roof tile repair where silicone has been used. Both the missing mortar and silicone repair are above where the internal damage was noticed due to water ingress.

I can't see any clear storm damage, such as broken, slipped, or missing tiles. There is no evidence of impact damage due to flying debris. Based on this information there is no evidence of storm damage.

In its complaint response Aviva referred to policy exclusions that it said applied to Mr L's claim. The exclusions say:

"General exclusions.. We won't pay for:

Gradually occurring damage - wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation; • any other gradually occurring damage (except subsidence, heave and landslip)."

The terms also say that cover is excluded for:

"damage caused by faulty or unsuitable materials, design or poor workmanship."

I acknowledge Mr L's comments that he had a survey completed before buying his home. He said no concerns were raised about the roof. A copy of this survey isn't available, but I have no reasons to doubt Mr L's recollection of what it said. That said, there is evidence of an ineffective repair using silicone on the roof above where rainwater has penetrated the top bedroom. There's also missing and cracked mortar in this area of the roof. So, I find the surveyor's comments persuasive that this damage wasn't caused by a storm. It's more likely that this is the result of a gradual cause due to wear and tear over time. The strong winds and rain experienced around the time of Mr L's loss have highlighted this issue. But it wasn't the underlying cause of the damage. This means the answer to question three is no, and Aviva can reasonably decline Mr L's claim.

I've thought about whether there is cover under an 'accidental damage' cause. But I don't think there is. The gradual cause exclusion also applies to this insured cause. This means there is no cover for accidental damage here.

I'm sorry Mr L's home has suffered damage that isn't covered by his policy. I acknowledge his view that the damage only occurred due to torrential rain. But the weather data doesn't support this. Similarly, there is evidence of deterioration to the roof in the area where rainwater caused damage internally. Based on this evidence Aviva didn't treat Mr L unfairly when it relied on its policy terms to decline his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 20 October 2025.

Mike Waldron
Ombudsman