

The complaint

Mr and Mrs A complain about the decline of their home insurance claim by Aviva Insurance Limited ('Aviva').

Some of Mr and Mrs A's dissatisfaction relates to the actions of agents that were acting on behalf of Aviva. As Aviva have accepted responsibility for their agent's actions, any reference to Aviva in this decision should be interpreted as covering the actions of their agents.

What happened

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr and Mrs A had home insurance with Aviva. On 15 April 2025, water entered their property, through the roof and caused internal damage. Mr and Mrs A reported the damage to Aviva on 23 April 2025.

Aviva considered the claim under the storm peril, but declined it. Mr and Mrs A made a complaint about the declined claim, and after Aviva didn't uphold it, they referred it to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service. I'm sorry to hear of the damage that's occurred to Mr and Mrs A's property.

The starting point with any insurance claim is the insured (Mr and Mrs A) must be able to demonstrate (within reason) that an insured event covered by the policy has occurred as described. If the insured can pass this test, the onus then passes to the insurer (Aviva) to respond and settle the claim or show that they can fairly rely on a policy term or exclusion to decline the claim or limit their outlay.

In this complaint, Mr and Mrs A reported the damage and it was considered under the storm peril. In their complaint form, Mr and Mrs A have referred to heavy rain occurring, followed by water coming into their property. I consider the consideration of the claim under the storm peril to be fair and reasonable, based on the reporting of the claim to Aviva: *"after a heavy down pour of rain, water came through the roof into the ceiling of the bedroom. There is*

water damage on the ceiling, the walls and the roof of bedroom three.”

Our Service has a well-established approach to storm damage claims which I'll be following when considering this complaint. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

Did storm conditions occur on or around the date the damage is said to have happened?

Mr and Mrs A have described heavy rain around 15 April 2025. Aviva said that under the policy definition, a storm hadn't occurred.

A storm can be a wet storm (rain), a dry storm (wind), or both. I've carefully considered weather data for the risk address around 15 April 2025. The data doesn't support that storm conditions occurred. The data does show that total rainfall levels for the date in question were high, but because of cumulative rainfall throughout the day - rather than intense rain fall during a very short period.

Therefore, the answer to this question is 'no'.

Because I've answered 'no' to the first part of the test, I don't go on to consider the next two questions set out above.

Aviva concluded that the proximate cause of the damage was the roof had reached the end of its' life span and required refurbishment or replacement. They also said the weather conditions highlighted pre-existing issues with the roof rather than causing them. Based on the available evidence I consider this a reasonable position. I say this because it might reasonably be expected that a well-maintained roof would withstand the weather conditions on the date of loss.

For completeness, I've considered if any other part of this policy ought to have responded to this loss event, but concluded that the answer is 'no'. I say this because:

- Mr and Mrs A have referred to the flood peril, but given the height of the roof and a reasonable dictionary definition (as the policy doesn't define this peril) of a flood being '*an overflow of a large amount of water beyond its normal limits, especially over what is normally dry land*', I'm still satisfied that Aviva acted reasonably in considering the damage under the storm peril.
- I also note that Mr and Mrs A didn't have accidental damage cover under this policy that could possibly respond to the damage.
- In response to our Investigator's assessment, Mr A has referred to trace and access cover. But no evidence was presented that this water damage occurred from a water leak – such as from a fixed pipe. Mr O reported this claim as water entering his property through the roof.

Summary

Mr and Mrs A have not been able to demonstrate that a one-off insured event covered by this policy has occurred. I find that Aviva have fairly considered the claim before declining it in line with the policy terms.

My decision will disappoint Mr and Mrs A, but it ends our Service's involvement in trying to informally resolve their dispute with Aviva.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 3 February 2026.

Daniel O'Shea
Ombudsman