

## The complaint

Mr L and Mr M complained that Aviva Insurance Limited (“Aviva”) unfairly declined their claim for storm damage to a window, under their home buildings insurance policy.

I’ll refer to Mr L in my decision for ease.

## What happened

Mr L said a window was damaged during a storm. He explained that his neighbours helped him to secure it using tape and a plank of wood.

After the storm Mr L said he contacted Aviva to make a claim. It sent an engineer to inspect the damage. But he said the claim was declined. The reason given was that the damage was caused by wear and tear.

Mr L said the engineer damaged the handle meaning the window could not be closed. He said the business later sent a different engineer. He said this engineer used excessive force causing further damage to the handle. Mr L said he was unable to close the window fully afterwards. This meant his home was cold for several months until he paid for a replacement window. Because he was dissatisfied Mr L complained to Aviva.

In its final complaint response Aviva told Mr L that its surveyor didn’t consider the window was damage because of a storm. The surveyor found that the “*tilt and turn window sashes*” were sealed and taped and not working correctly prior to the storm. It said the second surveyor it sent concluded the handle lock mechanism had broken prior to the storm. He said this was also due to wear and tear. The business maintained its decision not to pay Mr L’s claim.

Mr L didn’t think Aviva had treated him fairly and referred his complaint to our service. Our investigator didn’t uphold his complaint. She accepted there were storm conditions recorded are the time of Mr L’s loss. But she didn’t think this was the underlying cause of the damage.

Mr L didn’t accept our investigator’s findings and 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. I’m sorry he had to pay for the window to be replaced. 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 weather data from around 24 January 2025 when Mr L said the damage occurred. Wind speeds up to 76mph were recorded. I note the records provided by Aviva show wind speeds up to 86mph were experienced on this date.

Mr L's policy defines a storm as:

*"An extreme weather event with persistent high winds with gusts normally exceeding 55mph (48 knots)"*

The business doesn't dispute that storm conditions were experienced. The weather data shows storm force winds were experienced, in line with Mr L's policy terms. So, I'm satisfied the answer to question one is yes.

Damage to a window, especially a window that is exposed on a high rise property can reasonably be considered typical of damage caused by storm force winds. So, I'll accept the answer to question two is also yes.

The final point I need to be satisfied with is that a storm was the underlying cause of the damage. To understand more about this I've read the reports provided by both of the surveyors Aviva sent. The first said the damage wasn't consistent with the claim. He described the windows as sealed and taped and that they had not been working correctly prior to the storm. The surveyor said that the storm had pushed one of the windows in. And that Mr L had taped it closed.

The second surveyor attended in the evening of the same day. The report said Mr L had complained that the previous engineer hadn't closed the window. Mr L had explained prior to the engineer's visit the handle had been locked and was in position. Afterwards it would not close. In his report the surveyor said he thought the handle had been broken prior to the storm damage Mr L reported.

I've read the emails Mr L obtained from his two neighbours. Both said they helped Mr L secure the damaged window during a storm on 24 January 2025. Additionally they both said that the window handle was in a "*straight down*" position on the day of the storm. One of the neighbours said the handle was now "*slanted*" and the window could no longer be closed.

I've looked at the photos that were taken of the window. It's apparent that sealant had been used to seal the window shut. I note Mr L's comments that this was to keep out the draught. He said the silicone and the tape wasn't related to the storm damage. Rather the storm caused the mechanical catch in the window to break.

I've considered the evidence carefully. If the window was in a good condition it would not need sealant and tape to prevent draughts. The window is made from uPVC and double glazed. The presence of tape and sealant supports Aviva's position that the window was in a deteriorated condition prior to the storm. I acknowledge what Mr L says about the damage to a mechanical catch. But I'm more persuaded by the photos and Aviva's surveyors findings that the window was in a deteriorated condition already. I'm satisfied it was this that was the underlying reason for the damage Mr L reported. No doubt the strong winds contributed to

the window being pushed inward. But had it been in a good condition prior to the storm, it's unlikely that this would have happened. This means I don't think a storm was the underlying cause of the damage. So, the answer to question three is no and Aviva can reasonably decline this claim.

I understand Mr L's concern that the window could not be fully closed after Aviva's surveyor's attendance. But the indication is that the handle was defective prior to the storm event. This is supported by the issue Mr L reported with draughts. The window was damaged further by the strong winds. But I think what this shows is that the storm force winds merely highlighted the existing damage.

Having considered all of this I don't think Aviva treated Mr L unfairly when it relied on its policy terms and declined his claim for storm damage. 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 and Mr M to accept or reject my decision before 16 March 2026.

Mike Waldron  
**Ombudsman**