

The complaint

Mr G and Mrs M have complained that Aviva Insurance Limited (Aviva) unfairly declined part of a claim under their home insurance policy.

References to Aviva include companies acting on its behalf.

What happened

Mr G and Mrs M made a claim for storm damage. Aviva arranged for a surveyor to visit. After some chasing, Aviva accepted the claim in full. Aviva then reviewed the claim again. Following some further chasing to progress the claim, Mr G and Mrs M were told the damage to the chimney wouldn't be covered, but the roof damage would be.

When Mr G and Mrs M complained, Aviva acknowledged that the claim had initially been accepted in full and part of it was later declined. It also noted there had been some communication issues during the claim. It apologised and offered £200 compensation.

Mr G and Mrs M complained to this Service. Our Investigator didn't uphold the complaint. She said there was a storm. But, Aviva's assessment was reasonable that failed render wasn't something a storm would typically cause. She said it was fair for Aviva to decide this was more likely something that happened over time, such as through the freeze/ thaw effect. She said the £200 compensation Aviva offered was fair for the issues identified.

As Mr G and Mrs M didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

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 the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

Looking at the policy, this said it considered a storm to be high winds with gusts normally exceeding 55mph. Aviva identified windspeeds of up to 75mph and doesn't dispute there was a storm. So, the answer to the first question is yes.

Aviva initially accepted all the damage was storm related. It later decided the damage to the chimney render wasn't caused by the storm. So, I've focussed on the damage to the chimney. As part of that, I'm aware Aviva appointed a company to assess and deal with the claim. Aviva is entitled to do this and I don't think it's unusual that it did so.

For the second question, I think a storm could cause external damage to a building. However, I don't think a storm would typically damage render, including causing it to fall off, if the render was in good condition. So, I've kept this in mind when I've thought about the third question.

I'm aware the surveyor initially accepted the whole claim, including the damage to the chimney render. However, when the claim was reviewed again by the technical team, it was noted that:

"Over a period of time, [render] begins to crack and its bond to the wall loosens. Water can enter these cracks and through a gradual process of freezing and expansion, cause the renders bond to the property wall/chimney to fail without maintenance will fall off."

It's my understanding that this view is in line with how damage to render typically occurs. So, I think it was reasonable that the claim was reviewed on this basis. The surveyor had also taken photos of the property damage, including to the chimney. Looking at the photos, I can see cracking in the layer that was exposed where the render has fallen off. I think the company who assessed the claim on Aviva's behalf had enough information available to it to fairly reassess the claim. Based on that information, I think it was reasonable that it decided the render more likely had pre-existing issues that were highlighted by the storm, rather than the storm itself being the main cause of damage. So, I think it was fair that Aviva declined the claim for the chimney, despite initially accepting it.

When Aviva replied to the complaint, it accepted there had been a loss of expectation about what was covered by the claim. It also acknowledged there had been communication issues. As part of that, I'm aware Mr G and Mrs M had to chase for progress on their claim on a few occasions, which would have been frustrating and concerning in itself. However, I can understand that the change in decision about whether the chimney was covered would have added to the concern about the claim. Having looked at what happened, I think the £200 compensation Aviva offered was fair to reflect the impact on Mr G and Mrs M of how the claim was handled, including the change in decision about the chimney. This is in line with what I would have required it to pay if it hadn't already offered this.

I'm aware Mr G and Mrs M have questioned whether they received similar treatment to other policyholders. This included that checks should be carried out to see if the company acting on Aviva's behalf had accepted and then declined parts of other policyholders' claims and whether other similar complaints had been upheld. My role is to look at Mr G and Mrs M's individual claim and complaint and decide if it was dealt with fairly and reasonably. This Service isn't the regulator and it isn't part of my role to look at how other claims might have been dealt with.

So, having looked at what happened, I think it was fair that Aviva didn't cover the damage to the chimney, despite initially saying it was covered. I also think the compensation offered was fair. As a result, I don't uphold this complaint or require Aviva to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs M to accept or reject my decision before 9 December 2025.

Louise O'Sullivan
Ombudsman