

## The complaint

X is unhappy Aviva Insurance Limited (“Aviva”) declined her storm claim under her home insurance policy. She was also disappointed with the handling of the claim.

## What happened

X explained that her roof was damaged on the 24/25th January 2025, including tiles blown from her roof when a named storm prompted red weather warnings in the news. X said she has provided quotes from professional roofers confirming the damage to her roof is consistent with what a storm would normally cause.

Admiral appointed a surveyor to review and validate the claim. Based on the surveyor’s report, Aviva decided to decline the claim. Aviva said there was no evidence of storm force winds on the date of the reported incident. Aviva said its surveyor *“advised the damage was caused due to wear and tear, with evidence of water coming in via the Velux windows and other areas. There was no evidence that he could see of storm damage. There was evidence of water ingress, and he explained that the heavy rain was an indication that the roof requires attention”*.

X would like her claim paid in full. She was also unhappy with the handling of her claim and made several allegations about the surveyor. Aviva apologised if X was made to feel uncomfortable and it provided feedback to its surveyor; it also paid X £150 compensation for any distress the experience caused her.

Our investigator decided not to uphold the complaint. He thought Aviva had fairly declined the claim correctly applying the terms and conditions of the policy. X disagreed, so the case has been referred to an ombudsman.

## 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.

On reading through the case file, I was unclear whether X’s complaint was related to storm damage or an escape of water (from her water tank). X confirmed this complaint relates to storm damage, so this is the claim I have considered under this decision.

Having done so, I don’t uphold this complaint. I know this will be disappointing for X, so I’ll outline my reasoning for reaching this conclusion.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

The definition of a storm is defined in Aviva's terms and conditions. The definition states:

*"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".*

Aviva said the weather conditions didn't meet its definition for a valid storm claim.

Our service has access to weather resources, so I've checked these for X's location. X has been clear in her testimony the damage occurred on the 24/25 January 2025. Given X's testimony, I've only needed to check the weather conditions on these dates. She explained the damage occurred on the 24<sup>th</sup> January.

I can see the peak gusts recorded at X's location on this date were 46 mph, which doesn't meet the definition of a storm in the policy. Therefore, I think Aviva has been fair in concluding there wasn't a valid storm claim under the policy.

I appreciate X has provided a timeline of storms that have impacted over a period of time, and her timeline includes a storm on 24/25 January 2025. However, just because a storm has a name, it doesn't mean it will impact every location in the country in the same way. The weather data shows that the force of the weather was less severe in X's location, so much so, that it wasn't close to the threshold of a storm as defined in the policy.

As I've answered "no" to this question, there is no need for me to consider the other questions under our service's approach to considering storm claims.

I can see Aviva did consider whether the claim would be covered under a different peril listed in the policy. However, Aviva said *"the damage was not as a result of one of the listed perils, but rather by an exclusion under the policy of wear and tear. Following my visit, it is apparent that there were sections within the loft which have been affected from wear due to the location of the water damages within the loft boarding, timber frameworks and subsequent rooms throughout. The Velux window which is located on the roof funnels down to the bathroom has clear yellow staining next to the window which shows this has been compromised from wear and water entering the property from failure".*

Aviva's comments are consistent with what I've read in the surveyor's report. X has confirmed her complaint is specifically challenging Aviva's decision to decline the claim in respect to storm damage. I appreciate X has provided quotes from two contractors which refer to "storm damage", but I don't find these are persuasive as the contractors haven't shown any commentary in their quotes / reports as to why they think storm damage was the main cause and/or evidence to show the weather condition met the policy definition.

Therefore, as I haven't seen any expert commentary which contradicts what Aviva's experts have said or supports that storm conditions were the main cause of the damage, I don't uphold this complaint.

I've seen that X has accepted an increase of compensation from Aviva in relation to the poor handling of the claim (£250 in total). So, whilst she doesn't accept their decision on the claim, her acceptance of the compensation, means there is no need for me to consider this point any further.

**My final decision**

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask X to accept or reject my decision before 18 May 2026.

Pete Averill  
**Ombudsman**