

The complaint

Mr S and Ms O complain about the decline of their home insurance claim by Aviva Insurance Limited ('Aviva') and the service provided whilst responding to that claim.

Aviva are the underwriters (insurers) of this policy. Some of the dissatisfaction in this complaint regards the actions of agents appointed by Aviva. As Aviva have accepted responsibility for their agent's actions, any reference to Aviva in my decision should be interpreted as also covering the actions of those appointed agents.

What happened

In October 2024, Mr S and Ms O made a claim for damage to their property following a period of bad weather. Aviva accepted the claim and arranged for a survey of the damage.

The claim was declined, as Aviva said the damage caused wasn't consistent with a one-off storm event.

Unhappy, Mr S and Ms O made a complaint about the claim decline and the service provided by Aviva's surveyor. The complaint wasn't upheld and as Mr S and Ms O remained unhappy, they referred their complaint 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 was then referred to me for a decision. I recently sent both parties a copy of my provisional, intended findings. As the deadline for responses has now passed, I've considered the complaint 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.

My role in this dispute is to decide if Aviva have fairly considered and then declined this claim in line with the policy terms. I'll also be considering the service provided by Aviva's surveyor.

Responses to my provisional decision

Mr S and Ms O responded and provided a copy of a 'report' outlining why hyper-local weather conditions were in operation at the time of the loss event occurring. No detail as to the author of this report have been provided. We shared the report with Aviva and they stated:

"While there may have been that microburst alluded to in the forensic weather report, the damage doesn't appear as severe as they suggest it would be following a microburst with wind speeds of around 75mph.

They do say the microburst would be accompanied by severe rain fall, and we have accepted the claim for damage to the kitchen flooring (under [redacted by

Ombudsman]) as flooding. We are still waiting documentation to allow us to progress this claim.

If the roof hadn't already been in a poor condition and there had still been rain ingress, this may have altered my view, but considering the condition of the roof I would not look to overturn our decision at this stage."

I find Aviva's position (to maintain the storm damage claim decline) to be reasonable and the report provided doesn't materially change the outcome I'd intended to reach. Therefore, I find no fair or reasonable reason to deviate from my previously set out findings and they form the basis of this, my final decision.

Aviva have now confirmed that they've accepted a claim under the flood peril and are waiting on further information from Mr S and Ms O to progress that claim. Therefore, I won't be including any direction in the final decision in relation to considering that claim.

The declined claim for storm damage

The starting point with any insurance claim is the insured must show (within reason) that an insured event covered by the policy has occurred in the manner they've described. The insured peril claimed under (in this claim) was 'storm'. If they can, the onus then passes to the insurer to either settle the claim or decline it in line with the policy terms. If an insurer chooses to decline a claim, they must show that they can fairly rely on a relevant policy limitation or exclusion.

In this complaint, Aviva have said there's no evidence of damage consistent with a one-off storm event and no storm conditions, as defined by the policy, occurred on the reported loss date or in the preceding weeks.

Our Service has a well-defined approach to storm damage complaints. Details can be found here: <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- 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 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?

This is the approach I'll closely be following in this complaint.

1- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

The answer to this question is no.

I carefully note Mr S and Ms O's evidence regarding local weather conditions and rainfall across several months in the latter part of 2024. But I'm only concerned with the weather conditions around the time this damage occurred and the claim was then reported. The relevant period is September 2024 until 11 October 2024 when the claim was reported. The report provided doesn't change my findings here.

Having carefully reviewed the available information, I find weather conditions that could be

fairly considered 'storm' were not recorded during the relevant time period. I agree with Mr S and Ms O that their locality and the south of England generally, experienced a very wet autumn and winter in 2024. But no 'storm' conditions have been recorded as occurring that could be attributed as causing damage as a one-off event.

I've also noted Mr S and Ms O's reference to the unique location of their property, but they've not provided any sufficiently persuasive evidence to show that storm conditions as defined by the policy took place and caused the damage being claimed for.

Following consideration of relevant weather records and a surveyor's report, Aviva concluded that the damage most likely occurred as a result of a gradually operating cause - which was excluded under this policy. On balance, I find that Aviva reached their claim decline position fairly - the proximate cause of the damage wasn't one off storm event, but gradual deterioration that has occurred over time. I say this having carefully considered the evidence in this complaint.

In summary, whilst it's not in dispute there was extensive rainfall in the weeks leading up to this claim event, Aviva's position is 'but for' the condition of the property, the claimed for damage (water ingress) wouldn't have occurred. I find that to be fair and reasonable. This means, in line with our published approach, I don't need to go on and consider questions two and three of 'the test'.

In any case, as above, Aviva deeming the damage to have been caused by gradual causes - which is a policy exclusion, means this complaint would also ultimately fail on the final part of the test (proximate cause) that I've set out (if I was to go on and consider it).

I've also considered if any other part of cover ought to have responded to this claim, but find that Mr S and Ms O didn't have accidental damage cover that may have responded to the internal damage caused by water entering the property through the roof.

Other points raised

I note that Mr S and Ms O raised issue with the service provided by the surveyor. They felt the surveyor had already made his mind up before he inspected the roof and was dismissive. Whilst I'm sorry to hear this, the evidence supports that the surveyor carried out a survey as directed to by Aviva. It wouldn't be uncommon for a surveyor to carry out a preliminary desk-based survey prior to visiting a property. For example, information available in the public domain such as photos of the property on navigation website etc. Regarding the communication of the surveyor, I don't uphold this complaint point.

Flooring

Mr S and Ms O have referred to the claim for damage to their kitchen floor area not being considered. My understanding is Aviva declined the entire storm damage claim under the gradual causes exclusion, but Aviva have recently told us that following notification of the damage (roof, internal and flooring), they should have asked for more details about a potential second claim related to flooding. They've said they've contact Mr S and Ms O about this matter. Whilst I consider that a fair way forward, it doesn't fully recognise the impact on Mr S and Ms O.

I find that Ms O was relatively clear in subsequent calls (after the first notification of loss) that the flooring issue hadn't been investigated. Aviva have had multiple opportunities - including when a complaint was made, to ask for more information. They've avoidably caused annoyance and frustration for Mr S and Ms O and will need to recognise this with a compensation payment. Having considered the impact on Mr S and Ms O alongside our

published guidelines on these types of awards, I find an award of £200 is fair, reasonable and proportionate.

Putting things right

Aviva Insurance Limited need to pay Mr S and Ms O a total award of £200. This is to recognise the poor service provided when failing to consider a flood claim for damage to their floor.

My final decision

My final decision is that I partially uphold this complaint. Subject to Mr S and Ms O accepting the final decision before the deadline set below, I direct Aviva Insurance Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms O and Mr S to accept or reject my decision before 11 February 2026.

Daniel O'Shea
Ombudsman