

The complaint

Miss L and Mr W have complained about Aviva Insurance Limited's decision to decline a claim they made for storm damage under their home insurance policy.

They also complain about the poor service they received from Aviva in its handling of the claim.

All reference to Aviva in my decision includes agents appointed by Aviva to deal with the claim.

What happened

In January 2025 Miss L reported storm damage to their front porch via an online claim form with Aviva.

On 25 January 2025 Aviva called Miss L to discuss the claim further. Aviva's appointed agent called later the same day to arrange an appointment for a Surveyor to visit.

In the meantime, two days later Miss L called Aviva's agent to ask if she could remove the front porch door which was 'hanging on' and was unsafe. Aviva's agent agreed and asked Miss L to take a couple of photos of the damaged item. Miss L did so and the damaged items were moved to the garden.

In March 2025 a Surveyor reported to Aviva that they couldn't confirm the cause of damage as the items had been removed and disposed of when they visited. So the Surveyor said they were unable to observe any insured peril.

The Surveyor reported that from the photos provided (by Miss L on 20 February 2025), they deemed the damage to have been caused by wear and tear.

Aviva declined the claim. Miss L complained about the following:

- Aviva had led her to believe their claim had been accepted when it called her on 25 January 2025.
- The Surveyor said the damaged items had been disposed of but Miss L said they were in the back garden and the Surveyor viewed them when they visited.

In March 2025 Aviva didn't uphold the complaint. It said the claim had been correctly declined as no photos had been provided of the damaged items.

Relying on online images, Aviva said these showed the condition of the roof (which didn't form part of the claim) to be in a poor state of repair.

Aviva relied on an exclusion under the policy for damage caused gradually or by wear and tear and said its decision to decline the claim was correct.

Two months later Miss L contacted Aviva as she hadn't received a reply to their complaint. Aviva discovered it had sent the reply to an incorrect email address. It apologised and re-sent it. In response Miss L complained that;

- Her complaint about what she was told on 25 January 2025 hadn't been addressed. Miss L says it was unreasonable for Aviva to accept the claim and then later reject it. She had asked in her complaint for this call to be listened to by Aviva.
- The Surveyor was shown photos during their visit and said they didn't need them. Miss L provided the same photos to the Surveyor by email on 20 February 2025.
- They haven't submitted a claim for roof damage. The roof isn't damaged and has no relevance to their claim for porch damage to windows, doors and frames.

After Miss L brought their complaint to us, in June 2025 Aviva accepted it hadn't looked to listen to the first notification call as Miss L had asked. Aviva said it couldn't refute that Miss L hadn't been told the claim would be covered. So for its poor communication and loss of expectation, Aviva offered to pay £200 compensation.

Miss L and Mr W didn't accept Aviva's offer.

In July 2025, one of our Investigators recommended the complaint should be upheld. Due to the inconsistencies in the information Aviva had relayed and the lack of evidence of the initial call, the Investigator found Miss L's account to be consistent as to how the claims process was explained to her. She agreed that photos had been taken and made available, the damaged items were on the property for the Surveyor to inspect, and the roof did not form part of the claim.

The Investigator said it was reasonable to expect the Surveyor to have taken their own photos of the porch and damaged items when they visited to support their report. But there was no evidence of this. Email exchanges between Aviva and its agent showed the Surveyor did view the damaged items in the back garden. And Aviva hadn't provided details of the online images it was relying on to decline the claim.

As it is for an insurer to prove it has reasonably applied an exclusion, the Investigator didn't find Aviva had done this. And she was satisfied that their claim fell under the additional cover of Accidental Damage. So she thought Aviva should have considered their claim under this peril after declining the claim for storm damage.

The Investigator recommended Aviva do the following:

- Settle their claim for damage to their porch.
- Pay compensation of £350 for the significant distress and inconvenience caused by Aviva's decision and poor handling of the claim

Miss L and Mr W accepted the Investigator's view. Aviva disagreed. In August 2025 it provided two call recordings: of the call its agent made with Miss L to arrange the appointment, and the call two days later where Miss L discussed removing damaged items that weren't safe.

Aviva said these recordings showed Aviva didn't lead Miss L to believe her claim had been accepted.

Aviva provided online images along with a copy of photos Miss L had provided of the damaged porch. It said the online images carried the most weight as they showed the porch was in very poor condition before the storm with evidence of decay to the timber frames and doors.

In a second view, the Investigator acknowledged that the online images showed the porch to be in poor condition. But she thought other photos provided by Miss L showed the condition to be better than the online images and suggested some maintenance may have been carried out in between the dates. The Investigator said the online images were undated and from the call recordings her view remained – as the first call with Aviva had not been provided.

Miss L and Mr W accepted the Investigator's second view.

In September 2025 Aviva provided a recording of the first call Miss L had with Aviva on 25 January 2025. Aviva said the recordings show at no point was Miss L told their claim was covered. Aviva confirmed the date of the online images was from July 2024.

In November 2025, the Investigator issued her third and final view. Having reviewed the first call on 25 January 2025, she could understand why Miss L was left with the impression that their claim had been accepted. The Investigator maintained her view that a loss of expectation had occurred as it was for Aviva to clearly explain the claims process clearly, which she found they had failed to do.

Miss L and Mr W confirmed no maintenance works had been done to the porch. On further review of the online images from July 2024, the Investigator said they show the porch from only one angle. She maintained her view that from photos provided by Miss L, the condition of the porch timber didn't appear to be as poor as the online images showed.

The Investigator didn't think it fair for Aviva to rely on retrospective evidence to decline the claim. She reiterated her view that the Surveyor had the opportunity to take photos of the damaged items when they visited to support their decision, but failed to do so.

The Investigator pointed out that the wind speeds peaked at 82mph when the storm damage occurred. Taking everything into account, the Investigator maintained her view that Aviva should settle the claim and pay £350 compensation for the distress and inconvenience caused.

Aviva disagreed and provided more online images of the porch going back as far as 2009 to show that the condition of the porch has been poor for several years and deteriorating with no evidence of maintenance.

Aviva says the call recording from 25 January 2025 shows it didn't tell Miss L the claim was covered. It says the images are strong evidence the condition of the porch means the dominant cause of damage was not the storm.

So Aviva asked for an ombudsman to decide.

I issued a provisional decision on 6 January 2026. I thought Aviva had eventually provided sufficient evidence to support its decision to apply the exclusion for wear and tear in declining the claim. But I intended to ask Aviva to increase the compensation award for distress and inconvenience caused by its poor handling of the claim to £450. Aviva accepted my provisional decision.

Mr W called to explain why he didn't agree. While he finds it understandable that the condition of the porch has impacted on the claim decision, he says the Surveyor told them they were happy with their claim. Mr W says they were given the impression the claim had been accepted. He's unhappy that all subsequent communication from Aviva was the opposite of what they were told by the Surveyor.

So as Mr W and Miss L disagree, the case has been passed back 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.

Aviva's decision to decline the claim

We ask three questions when looking at complaints about storm damage claims. They are:

- Did storm conditions occur at the time of the damage?
- Was the damage consistent with what a storm would cause?
- Was storm the dominant cause of damage?

If we find the answer to all three questions is 'yes' then we are likely to uphold the complaint. But if we find the answer to one or more questions is 'no' we are unlikely to say the claim should be met.

There's no dispute that storm conditions occurred – or that the damage was consistent with what a storm would cause. So the answer to the first two questions is 'yes'.

The remaining issue is whether storm was the dominant cause of damage.

The porch consisted of a front door, a front wide window panel between a stone wall and a porch roof, and a side door. Miss L says strong winds forced through the porch, causing damage to both doors and led to the glass and timber collapsing in the front panel. Miss L says their claim is for the replacement of the doors and window panels and frames.

I have looked at all of the images available of the porch. I find that the online images are persuasive in showing that the condition of the porch was very poor in the years before the storm event occurred. There is clear evidence of heavy flaking on the wooden timber frames. Miss L confirmed they hadn't carried out any maintenance to the porch since the online images were taken.

An image provided by Miss L of the inside of one of the porch doors shows evidence of paint peeling which Aviva says is a sign of moisture over time. Other images show evidence of darkened timber as a sign of rot.

So I find Aviva has provided sufficient evidence to support a decision to decline the claim for storm damage by relying on a general exclusion for wear and tear. The very poor condition of the porch doors and timber frames show that more likely than not storm conditions highlighted an existing maintenance issue. This means I think the answer to the third question is 'no'. I think it's clear from the online images available that the condition of the porch doors and windows showed it was at the end of its natural life. So I don't think storm conditions were the dominant cause of the damage.

I've looked at whether the claim should have been considered under the 'Accidental Damage' section of the policy. However, Aviva's policy says;

“General exclusions

These exclusions apply to all covers in this booklet.

We won't pay for:

- 1. Gradually occurring damage*

• wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation;”

So this means Aviva's exclusion for wear and tear applies to the Accidental Damage term set out under the policy.

Aviva's handling of the claim

Industry rules set out that an insurer should treat customers fairly when handling claims and deal with claims promptly.

In this case, I find Aviva's handling of the claim to be very poor. The information provided by both Aviva and its agent to Miss L and Mr W has been inconsistent and incorrect as set out in the background of my decision. I don't find that the roof of the property has any relevance to the decision to decline the claim. The Surveyor didn't take any photos of the porch or the damaged items as evidence to support a decision to decline a claim. Aviva incorrectly stated that Miss L hadn't provided photos to the Surveyor, which she had. It sent the reply to her complaint to the wrong address, causing an avoidable delay of two months. The suggestion was that Miss L and Mr W had prejudiced their claim by removing damaged items and failing to take photographs. This was simply not the case. Miss L and Mr W provided information about the claim honestly and followed the process as Aviva advised.

Aviva has provided evidence to support its decision nine months after Miss L made their claim. This is unreasonable. This evidence was available to Aviva when the claim was made and so could and should have formed part of their decision and been clearly explained in March 2025.

I've listened to the key call recording from 25 January 2025. I note that Miss L complained about the information she was given in this call in March 2025, but Aviva provided the following responses:

In March 2025 Aviva failed to answer Miss L's concerns about the call. In June 2025 Aviva told us it couldn't evidence what was discussed in the call. In November 2025 it provided a recording of the call.

Aviva says the call recording shows it didn't give Miss L the impression their claim was covered.

However, I can understand from listening to the call why Miss L believed their claim was covered and the appointment of an agent to visit was merely a formality. The agent confirmed that storm weather conditions had occurred at that time, and that the policy covered claims for storm damage. The following statements from Aviva's agent reinforce my view;

“So definitely one I'm happy to consider based on the facts of it being the storm that had caused the damage.”

And;

“What we will do and I've also had a look as to who we would be appointing on to your claim. We've actually got a glazing specialist company that we would look to use for this type of claim. It's a company called (name of agent inserted here) and they would take on the claim in full on our behalf. What they would probably want to do is to assess the damage and get that all validated and then they would discuss with you

whether you wanted them to do the works or whether you had your own contractors that you would prefer. If that was the case that's totally fine. You don't have to use our contractors. But what we would settle on is based on the costs and what it would have cost us to do the work."

While Aviva says at no point did it confirm the claim had been accepted, I don't find it was clear enough that there was a possibility the claim may not be. It was evident from listening to the call that Miss L – having confirmed she had never made a claim before – was given information as to how her claim would be dealt with, not that it may not be accepted.

I think Aviva's poor handling of this claim has caused Miss L and Mr W unnecessary and significant distress and inconvenience. Had it clearly explained its reasons for declining the claim in March 2025, I think their expectations would have been managed much sooner. The inaccuracies in the information provided by both the appointed Surveyor and Aviva led to further back and forth, confusion and avoidable delays.

In response to my provisional decision, Mr W said the Surveyor provided a brochure and discussed options for replacement of the damaged porch. I agree with Mr W that the service provided by Aviva and its agents in their case has been very poor and the information given to them has been inconsistent and at times inaccurate.

This doesn't mean however that I can therefore decide that the claim should be met – as the evidence provided by Aviva supports its decision and is in line with the policy. But as set out in my provisional decision, I think Aviva should pay compensation for the distress and inconvenience caused by its poor handling of their claim and loss of expectation. I think a fair award is £450.

My final decision

My final decision is that I uphold part of this complaint. I require Aviva Insurance Limited to pay £450 compensation for the distress and inconvenience caused by its poor handling of their claim.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Miss L and Mr W accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

If Aviva Insurance Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Miss L and Mr W how much it's taken off. It should also give Miss L and Mr W a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

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

Geraldine Newbold
Ombudsman