

## The complaint

Mrs B and Mr Z have complained that Aviva Insurance Limited (Aviva) declined a claim they made for storm damage to their home.

## What happened

Mrs B and Mr Z held a home insurance policy underwritten by Aviva. In November 2024 they made a claim to Aviva for storm damage to the outside of a window reveal and to their fence. Aviva reviewed the claim and concluded there was no evidence of a storm having occurred which would have resulted in the damage reported.

Unhappy with Aviva's decision on their claim, Mrs B and Mr Z approached the Financial Ombudsman Service for an independent and impartial review.

An investigator looked into things but didn't think the complaint should be upheld. She accepted there had been a named storm reported in the broad area of the country Mrs B and Mr Z lived in. But based on weather records she checked, she was satisfied there were no storm force wind or rain conditions at Mrs B and Mr Z's property on or around the time of the damage.

Mrs B and Mr Z didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint 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, while I appreciate it will be disappointing for Mrs B and Mr Z, I've reached the same conclusions as the investigator. I'll explain why below, starting with an explanation of the Financial Ombudsman Service's approach to storm damage complaints.

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

### Were there storm conditions?

This is the primary point of dispute in this case. Mrs B and Mr Z's policy requires the following conditions to be met in order to amount to a storm, for the purposes of policy coverage:

*“Storm*

*An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow.*

*The wind speed or gust should normally exceed 55mph (48 knots) to be a ‘storm’ but we take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.”*

Aviva checked the weather at Mrs B and Mr Z’s post code in the 30 days leading up to the date of claim. Based on the weather reporting service it used, there were no conditions amounting to either a wind or rainstorm on or around the date the damage was reported to have happened. Aviva also considered the photos Mrs B and Mr Z provided but said they didn’t support a one-off incident of storm would have caused the damage.

Mrs B and Mr Z have provided a lot of information in relation to the named storm “Bert”, including news articles and Met Office weather warnings, to support that there was a storm.

In situations like this where evidence is incomplete or contradictory, I’ll make my decision on the balance of probabilities. That is, what do I think is more likely than not, based on the evidence which is available.

I’ve thought carefully about all the evidence Mrs B and Mr Z have provided. But as the investigator highlighted to them, none of the evidence they provided demonstrates that there was storm force wind or rainfall at their specific property on or around the date damage was said to have occurred. It simply shows that a named storm was reported within their wider area. And likewise, a Met Office warning is a suggestion that there might be storm force weather, not that it actually occurred.

I’ve also carefully considered the weather reporting tool and results Aviva has relied on. This comes from a reputable company, and one which the Financial Ombudsman Service also uses when considering complaints about storm damage complaints. Given the nature of the dispute here, I’ve run the weather report data myself using both the same tool used by Aviva, and another tool from a different, equally reputable, company.

Both the tools I’ve used base their reports on a combination of physical weather station data, satellite data and digital modelling to ensure the accuracy of their reports – although these are collected, calibrated and analysed in different ways by the different companies. I’m satisfied that both reports give a reliable indicator of what the actual weather was like at a specific post code, on a specific date and time.

Mrs B and Mr Z made their claim on 30 November 2024. So, for completeness and like Aviva, I’ve checked the weather records for the entire month of November 2024. Both reports I’ve used returned similar information. Both show no particularly strong winds throughout the month, with the exception of 24 November 2026, on which date both reports show maximum winds of 51mph. While these are strong winds, they do not meet Aviva’s policy definition of a storm.

Both reports also returned similar results in relation to rainfall. Again, both showed no occasions of particularly heavy or potentially storm force rainfall throughout the month, apart from on 24 November 2024. On this date they showed daily rainfall of 20.4mm and maximum hourly rainfall of 4.8mm. Aviva’s policy doesn’t specifically define what it considers a rainstorm to be. But based on my experience of considering complaints about storm damage, I don’t consider this level of rainfall, while heavy, amounts to a storm either.

Taking into account the similarity of the data returned by the weather reports, and the absence of anything post code specific in the information Mrs B and Mr Z have provided, on balance, I consider it is more likely than not that the weather at Mrs B and Mr Z's property on or around the date of loss did not amount to a storm. This means the answer to question one, and the fundamental question in this case, is no.

It therefore follows that as there was, on balance, no storm, that the damage cannot have been caused by a storm and so it was reasonable for Aviva to decline the claim, under the storm section.

*Is the damage consistent with storm type damage?*

As explained above, I think it was fair for Aviva to decline the claim on the basis there was no storm. But for completeness, I've gone on to consider and answer questions two and three. To be clear, in doing this, I'm answering these questions from the purely hypothetical position that I accept there was a storm – which, in reality, I do not. So, regardless of the answer to both these questions, the claim already fails on question one.

The damage reported in this case is cracking and deterioration of the render around an external window and reveal, the collapse of a boundary fence panel, and some localised slats, and water ingress to a concrete shed. This type of damage could potentially be caused by a sufficiently violent storm. So, the answer to question two could potentially be yes, in the right conditions.

However, in this case, the weather was not particularly violent, and both the render and fence appear to be showing signs of pre-existing deterioration. And the photo of the shed doesn't appear to show any damage at all. So, in the specific context of this claim, I don't consider any of the damage which has been demonstrated is consistent with the type of damage which would be caused in a one-off storm event.

This means even if the answer to question one (was there a storm) was yes – which it isn't – the answer to question two would be no, so the claim would still fail on this too.

*Was the storm the main or dominant cause of the damage?*

The damage to the render and window reveals is cracking and crumbling which looks gradual in nature, rather than being something which happened suddenly due to the one-off impact of violent wind or rain. In my view, a one-off event of heavy wind or rain would not be able to penetrate and deteriorate external render to such an extent, if it were well maintained and in good condition.

And likewise, the fence in question is showing significant signs of pre-existing gradual damage, including what appears to be well-established rot to one of the components. Damage of this nature would not happen as a result of a single incident of heavy rain, rather it would have happened gradually over time. And damage of this nature already being present would naturally have weakened the fence and left it more susceptible to being damaged by strong, yet not storm force, winds.

Taking the above into account, I don't consider that the proximate or dominant cause of the damage claimed for in this case was the (hypothetically accepted) storm. Rather, the dominant cause of damage was pre-existing gradual damage which was merely highlighted by the weather conditions at the time – which, as already set out in detail, didn't amount to a storm in any event.

This means that even if I was persuaded there had been a storm, which I'm not, Aviva's decision to decline the claim would still have been fair as the dominant cause of damage was not the storm, but rather damage which happened gradually over time, and which is specifically excluded under the policy terms.

For all the reasons set out above, it follows that I think Aviva's decision to decline Mrs B and Mr Z's claim for storm damage was in line with the terms of their policy and was fair and reasonable in all the circumstances.

I'm sorry to disappoint Mrs B and Mr Z, but I trust the above sets out the reasons for my decision.

### **My final decision**

My final decision is that I don't uphold Mrs B and Mr Z's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr Z to accept or reject my decision before 13 March 2026.

Adam Golding  
**Ombudsman**