

The complaint

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

All reference to the insurer Aviva includes agents acting on its behalf handling the claim.

What happened

In January 2025 Mr D and Mrs H reported damage to a chimney they share with a neighbour.

Although it was accepted that a storm had occurred when the damage happened, Aviva rejected the claim. It said the damage wasn't caused by a storm. Aviva said the damage was caused by wear and tear.

Mr D and Mrs H brought their complaint to us. Aviva made an offer to pay compensation of £150 for its delay in handling the claim. But it maintained its decision to reject the claim was correct.

One of our Investigators thought the compensation offer was reasonable for the distress and inconvenience caused by Aviva's delay. But she thought Aviva's decision not to meet the claim was reached in a reasonable way.

Mr D and Mrs H disagree and want an ombudsman 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, like other insurers, provides cover for damage caused by unforeseen sudden events like storm, flood or fire. Aviva doesn't provide cover for damage caused by wear and tear or a lack of maintenance.

We ask three questions when reviewing storm damage claim complaints to decide if an insurer has acted reasonably and in line with the policy. They are;

- Did storm conditions occur at the time the damage happened.
- Was the damage consistent with what a storm might cause.
- Was a storm the dominant cause of damage.

Where we find the answer to all three questions is 'yes' then we are likely to say the claim should be met. But if the answer to one of more of the questions is 'no' we are likely to say an insurer's decision to reject the claim is fair.

There is no dispute that there were storm conditions at the time the damage was reported. So the answer to the first question is 'yes.'

Mr D and Mrs H provided photos to show a stone within the chimney had 'stoved in'. They provided letters from a stonemason who has previously carried out maintenance repairs to the roof. The stonemason's opinion was that the chimney stone had collapsed as a result of high winds.

Aviva provided an online image of the chimney from April 2021 which it said showed the chimney to be in a poor state of repair. The stone in question is showing on the image as deteriorated compared to the other stones.

Although Mr D and Mrs H provided a diary of previous repairs carried out to the roof, there was no evidence of repairs to the chimney since 2017.

The stonemason provided a further letter following the Investigator's view, which we forwarded to Aviva for their comments. The stonemason said he had viewed the chimney in November 2023 while carrying out other work to the roof. Key comments from the stonemason are;

"The stonework of the chimney stack gave no cause for concern, even while normal weathering was apparent. If there had been significant looseness of grout such as could be a tell-tale that the stones were no longer securely embedded in the lime mortar, I would have investigated the integrity of the structure and reported back.

I do not agree that the weathering apparent prior to Storm Éowyn would have been a contributory factor to the eventual damage; but for that exceptional storm, the stack would still be intact, as are the other identical chimneys.....

The gusts will therefore have directly impacted the west face of the chimney. The obvious consequence was that one stone at the centre of that face was blown into and down the chimney:.....

when I inspected the chimney on 4 February 2025, it wasn't so much lack of grout but rather that the stones showed clear signs of being loose or dislodged. This deterioration was not apparent previously, as already stated, and can only, in my opinion, have been another direct result from the impact of Storm Éowyn. To suggest otherwise defies reality."

In response, Aviva said;

"...the forces involved to hit a single large chimney stone, de-bond this from the mortar to which it is bonded, push this alone inside a chimney, past the mortar to which it was previously bonded, and yet not displace any surrounding chimney stones, is entirely inconsistent with storm damage.

Had this been storm damage, I would expect either the most exposed stones at the edges to have been affected, or for the full chimney to have been blown over as a result of extreme forces cracking the weakest line of mortar and toppling the chimney.

What is presented in the visual evidence which can undisputedly be relied upon, shows that in 2021, significant deterioration of the chimney had resulted in damage to the area which subsequently failed in 2025. The photographs show extensive moss and lichen growth, which would not be present had the chimney been maintained. The mortar is also cracked, protruding, and missing in places not directly adjacent to the damage in question, confirming deterioration and failure as a result of progressive weathering.

Following the 29 April 2017, the maintenance diary makes no mention of any chimney-related maintenance or repairs. As the images display the state of the chimney in 2021, this does not change the position."

(stonemason's name inserted here)'s second report has been compiled subsequent to the event and brings no new evidence to be considered."

Having reviewed all of the available evidence, I am satisfied that the answer to the remaining questions is 'no'. I find Aviva has provided clear reasoning along with the photos it relied on, taken in April 2021 and when the damage occurred, to decide to reject the claim. Overall I find their evidence to be more persuasive.

Mr D and Mrs H say their neighbour's insurer also rejected the claim, but on reviewing a report by the same stonemason, agreed to meet their claim for half of the repairs by way of a cash settlement, and that this happened after our involvement. Mr D and Mrs H provided details of their neighbour's case.

As the Investigator explained, we take each case on its own merits. An investigation by this service didn't take place in relation to the neighbour's case against a separate insurer. Their insurer made a proactive settlement offer before this service reached the stage of investigation, which the customers accepted. So I cannot take it into account when considering Mr D and Mrs H's complaint.

Although Aviva didn't uphold Mr D and Mrs H's complaint, it didn't address their dissatisfaction with the time it took to deal with their claim. In October 2025 Aviva told us it acknowledged it had caused a delay and said it would pay Mr D and Mrs H £150 compensation for the distress and inconvenience caused. I find this to be fair to reflect the delay caused.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint in part. I require Aviva Insurance limited to pay Mr D and Mrs H £150 compensation for the distress and inconvenience caused by its delay in handling their claim.

Aviva Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mr D and Mrs H 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 Mr D and Mrs H how much it's taken off. It should also give Mr D and Mrs H 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 Mr D and Mrs H to accept or reject my decision before 6 May 2026.

Geraldine Newbold
Ombudsman