The complaint

Mr L and Mrs L have complained that Aviva Insurance Limited (Aviva) unfairly declined a claim under a home insurance policy.

What happened

Mr L and Mrs L contacted Aviva to make a claim when water from an external source damaged the electrics in their home. Aviva assessed the claim and declined it. Aviva said the damage wasn't covered by the storm or flood part of the policy. It also said the water was entering the property over time and gradually occurring damage wasn't covered by the policy.

When Mr L and Mrs L complained, Aviva maintained its decision to decline the claim. So, they complained to this service. Our investigator didn't uphold the complaint and said it was fair for Aviva to decline the claim.

As Mr L and Mrs L didn't agree, the complaint was referred to me.

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, I don't uphold this complaint. I will explain why.

The policy provided cover for "*Storm or flood (overflow of external water sources, such as rivers, lakes and the sea)*". Aviva declined the claim because it said the damage wasn't covered by the storm or the flood part of the policy. So, I've thought about this.

When we look at a storm claim complaint, there are three main issues we consider:

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

We're only likely to uphold a complaint where the answer to all three questions is yes.

The policy said a storm was "*an unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow*" with windspeeds or gusts normally exceeding 55 mph. I've looked at the weather conditions around the time the damage was found. There were no windspeeds of around that strength. I also didn't see a significant level of rain. So, I think the answer to the first question is no, which means I don't need to consider the other two questions.

I've also looked at the flood cover under the policy. There was only cover where a flood was the result of "*overflow of external water sources, such as rivers, lakes and the sea".* I don't

think this is unusual wording and is similar to what is found in other policies. It's my understanding that a nearby road had recently been resurfaced causing water to run off onto Mr L and Mrs L's property, which then entered their home. So, the water wasn't from an external water source such as those described in the policy, which meant there wasn't cover available under the flood part of the policy.

I'm aware Mr L and Mrs L have said they think the policy should have said it didn't cover flood from rainfall water. But I think the policy explained what it covered and I wouldn't expect it to describe every scenario it didn't cover. Mr L and Mrs L also said a garage roof in the area collapsed the same night due to the amount of rainfall. I don't know the circumstances of what happened with that roof. But, regardless of that, I'm considering what happened with Mr L and Mrs L's claim and whether that was fairly dealt with. As part of that I've looked at the weather, including the rainfall and didn't see anything that showed a high level of rainfall.

Mr L and Mrs L didn't have accidental damage cover, so I haven't looked at that any further. But looking at the cover Mr L and Mrs L had under the policy, I think it's fair that Aviva didn't deal with the claim under the storm or the flood part of the policy. As a result, I don't uphold this complaint or require Aviva to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L and Mr L to accept or reject my decision before 10 January 2024.

Louise O'Sullivan
Ombudsman