

Redefining standards: A spotlight on Which?'s call for fairer insurance definitions

01 May 2025  Felicity Pallas

Earlier this month, [Which? published a report](#) that accused insurers of using unfair definitions of 'storm' and 'flood' to reject claims.

The findings are as follows:

- Which?'s analysis of 133 insurance policies from 67 firms revealed that 32% have potentially unfair flood definitions and 20% have potentially unfair storm definitions.
- A survey of 1,325 UK adults with buildings insurance found that 69% expect flood coverage to include any water buildup, regardless of speed, and 60% define a storm as any extreme weather condition.
- Financial Ombudsman Service complaints highlight cases where claims were rejected due to definitions of storms requiring high wind speeds and floods needing rapid water ingress.

Based on this report, Which? urged the Financial Conduct Authority (FCA) to investigate and enforce compliance with the Consumer Duty, focusing on how firms define 'storm' and 'flood' in their policies.

In its defence, Aviva strongly refuted any claims of unfair drafting, stating that its definitions align with those provided by Flood Re, and have been externally tested. Aviva also highlights its proactive support for customers during claims, and its ongoing efforts in flood risk management. AXA insisted that its customer communications are clear, and that its policy adheres to independent guidelines, with each claim being reviewed individually to ensure fairness. Separately, Nationwide reported a holistic approach to claims assessment, which it says results in a higher-than-average payout rate for storm and flood-related claims. Tesco Insurance acknowledged the need for improvements in its flood definitions and is actively reviewing its policy documents to incorporate necessary feedback.

What does this mean for insurers?

Although Which?'s findings have been widely challenged by the insurance industry, the very fact that it is raising such questions is noteworthy. It is clear that consumer champion organisations are alive to the Consumer Duty, and are clearly scrutinising policy wordings with a hope of encouraging the regulator to take action.

Given this increased scrutiny, insurers may want to consider reviewing their [policy wordings](#) (and in particular the definitions in personal lines products) to ensure the terms they use are clear and free from technical language.

As the regulatory landscape intensifies its focus on these issues, [insurers](#) must position themselves strategically to respond effectively. This involves not only adhering to regulatory expectations but also actively participating in shaping these standards. By doing so, they can safeguard their interests and ensure a balanced approach that protects their risk management needs, while treating consumers with fairness and transparency.

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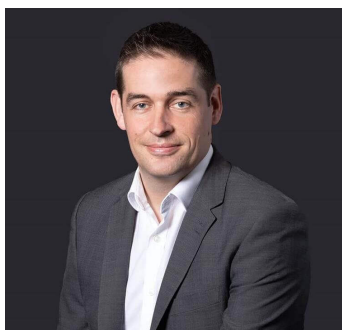


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