

## **The complaint**

Mr K complains Aviva Insurance Limited unfairly declined a storm damage claim under a landlord insurance policy.

## **What happened**

The details of this complaint are known to all parties, so I won't repeat them here. Instead, I'll focus on giving the reasons for my decision.

## **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.

Mr K held a landlord insurance policy which was underwritten by Aviva. He raised a storm damage claim after his tenant reported an external wall had moved. Aviva sent a surveyor to the property, and later declined the claim. It concluded, broadly, that damage had been ongoing, and poor weather merely highlighted pre-existing issues which were likely related to wall tiles which had possibly snapped.

Our Service has a well-established approach to cases involving storm damage. We ask three questions:

1. Were storm conditions present on or around the date damage is said to have occurred?
2. Is the damage being claimed for consistent with damage typically caused by a storm? and
3. Were storm conditions the main cause of damage?

If the answer to any of these questions is "no", then it's unlikely a claim would succeed.

Mr K has said Aviva assumed the storm occurred on or around the date of discovery of the damage. And it failed to consider the national reports of severe weather in the UK in January 2024. He says damage occurred then but wasn't discovered by the tenant until March 2024 as the damage was located externally, high above ground level.

Aviva considered the weather conditions in January 2024 based on its claim notes. Its findings show wind speeds of up to 59 MPH on 21 January 2024. Therefore, I am satisfied the answer to question one is "yes" because a period of violent weather – as defined by the policy – occurred on or around the date Mr K said damage occurred.

I've gone on to consider questions two and three, and the damage Mr K is claiming for. In essence, the gable wall has moved roughly 75 to 100cm away from the top end where it meets the roof. Mr K has said this was the result of wind suction pressure following some poor weather in January 2024. Whereas Aviva has said this occurred overtime and likely due to a problem with wall tiles rather than a one-off insured event (a storm).

Aviva's surveyor, within their report, also said Mr K's tenant told them they had informed Mr

K of the external wall movement and internal damage months prior to Mr K reporting the claim. Mr K said the surveyor was led by what the tenant said – which they misinterpreted, rather than the evidence. He also said the internal damage isn't linked to the external wall movement, nor is there any evidence of the same.

On question two, Mr K has said the answer is subjective, and a claim should not be declined on this basis alone. I agree with him – our approach is to ask all three questions I've set out above. But in answering question two, I find the damage to be unusual and while it's plausible a wall could be impacted in some way by poor weather conditions, based on the photos of the damage I've seen, on balance I find it more likely than not that this is a problem that has been ongoing for some time and not damage I would expect to see occur to a sound, well-maintained property following a period of bad weather.

But in any case, I have gone on to consider question three. The crux of this complaint in my view is deciding whether I am satisfied Mr K has demonstrated he's suffered a loss as a result of an insured peril, and whether a storm was the main cause of damage being claimed for.

To support its position that this damage is longstanding and not the result of a one-off insured event, Aviva provided an image of Mr K's property dating back to May 2022. This was roughly two years prior to the January 2024 poor weather conditions Mr K says caused the damage to occur. It has said the image supports its conclusion on the claim, that this damage has been occurring overtime, and poor weather merely highlighted the issue.

I've reviewed this image alongside the photos taken by Aviva's surveyor during their visit. And having done so, I am satisfied Aviva reached a fair and reasonable conclusion on this claim. I say this because I find the May 2022 image shows a gap between the gable wall at the top end where it meets the roof above. The image from May 2022 is similar to the photos taken by the surveyor during their visit which also show a gap between the gable wall and the top. The surveyor said this was roughly 75 to 100cm away at the time of their inspection.

Therefore, it follows that I am satisfied Aviva reached a fair and reasonable outcome on this claim when concluding the damage Mr K is claiming for occurred overtime and is not the result of a one-off insured event (a storm). So, I don't require Aviva to take any action here.

For completeness, Mr K held accidental damage cover. He is not however claiming under this section for the internal damage – nor does he think the internal damage is in any way linked to the external wall movement. Therefore, I haven't commented on this in my decision.

I accept my decision will disappoint Mr K. But it ends what we – in attempting to informally resolve his dispute with Aviva – can do for him.

### **My final decision**

For the reasons I've given above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 9 December 2024.

Liam Hickey  
**Ombudsman**