

The complaint

Mr and Mrs N complain Aviva Insurance Limited (“Aviva”) unfairly declined their claim for storm damage on their property insurance policy.

All references to Aviva include its agents.

What happened

Mr and Mrs N took out a property insurance policy covering their building and contents in June 2023. In January 2024, Mr and Mrs N say there was a storm which caused their retaining wall in their garden to bow so they made a claim on their property insurance policy for the damage. They provided a report from a contractor to support their claim. This report said the damage was caused by recent excessive rainfall as the earth that had been used to build the wall had been washed out resulting in the wall weakening. It also said the wall was in sound condition previously.

Around the middle of January 2024, Aviva declined Mr and Mrs N’s claim. Based on the contractor’s report, it didn’t think the damage was caused by a one-off event – a storm. Instead it thought the damage happened over time and hadn’t been caused by an insured peril.

Mr and Mrs N have explained between January 2024 and February 2024, there was intense rainfall at their property. They’ve said there were yellow weather warnings due to the severe weather. And a yellow weather warning on 18 February 2024 caused their wall to fall down.

A few days later, Mr and Mrs N arranged for a geotechnical surveyor to inspect their property. They’ve given us a copy of the report dated March 2024. In summary, the geotechnical surveyor said the failure of the wall happened immediately after an intense period of heavy rainfall associated with stormy conditions. It highlighted that in the few weeks before the wall collapsed, it had been showing movement. The surveyor explained the failure of the wall was likely to be as a result of ground saturation and porewater pressure development in the earth behind the wall because of the intense rainfall. It said this would have caused the weight pushing against the wall to increase. So Mr and Mrs N thought their claim should be paid because the damage had been caused by the weather.

In April 2024, Aviva arranged for a loss adjuster (“LA”) to visit Mr and Mrs N’s property. In their report, the LA agreed with Mr and Mrs N’s surveyor that the damage had been caused by the rainfall over time, saturating the soil and increasing the weight against the wall. But the LA thought the retaining wall should’ve been strong enough to stay up. So, ultimately, they didn’t think the damage was caused by an insured event and they declined the claim.

Mr and Mrs N disputed the LA’s findings. In particular, they highlighted that the LA hadn’t properly inspected their property or the wall. They also said the wall had been in a good state of repair and was built over 100 years before the damage so they didn’t agree it was the problem.

Unhappy with the outcome of the claim, Mr and Mrs N made a complaint. As Aviva maintained its claim decision, Mr and Mrs N asked our Service to look into things. Our Investigator didn't uphold their complaint. He issued two assessments with slightly different reasoning but ultimately, he said in summary, whilst he thought there was a storm around the time of the claim, he didn't think it was the main cause of the damage to the wall. Instead he thought the damage was caused by a gradual build-up of ground saturation and he didn't think there had been a one-off-event which caused it. Because Mr and Mrs N didn't agree with our Investigator's opinion, the complaint was 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.

I can see Mr and Mrs N have spent a great deal of time collating and providing information to support their complaint and that it has been very important to them for a long time. So I thank them for taking the time to provide the comprehensive information that they have.

I've summarised this complaint and I've done so using my own words. I'm not going to respond to every single point made by the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service. If there's something I've not mentioned, it isn't because I haven't thought about it; I've given careful consideration to all of the submissions made before arriving at my decision. Having done so, I don't uphold this complaint for broadly the same reason as our Investigator. I know Mr and Mrs N will be very disappointed. I'll explain why.

When we look at a storm claim complaint like this, there are three main questions to decide whether the damage was caused by a storm and the claim should therefore be met by the insurer. These are:

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?

If any of the answers to the above questions are no, then an insurer is generally able to reasonably decline the claim on the basis that the damage wasn't caused by a storm. So I've thought about each in turn.

Were there storm conditions?

I appreciate our Investigator initially didn't think there were storm conditions but after looking into things further he thought there were likely storm conditions around the time of the claim. I can see neither party disputes there were storm conditions and the LA refers to a storm throughout their report. So I don't think I need to consider this here and I accept there was a storm around the time of the claim.

Was the damage consistent with storm damage?

Having considered the main damage in this case – a fallen wall – I'm satisfied this is typical of storm damage, particularly considering some of the recorded wind speeds around the time.

Were storm conditions the main cause of damage?

Mr and Mrs N's geotechnical surveyor and Aviva both say the cause of the damage was heavy rainfall saturating the soil and putting too much weight on the wall. Mr and Mrs N say as this heavy rainfall was caused by severe weather including storms, it follows that the damage was caused by storm conditions and the claim should be paid. But I'm not persuaded that's a fair outcome in this case.

From what I've seen, I'm satisfied the damage to Mr and Mrs N's wall likely happened over a period of time, between January 2024 and February 2024. I say this because Mr and Mrs N have explained it bowed for a while before collapsing. So, I think the primary cause of the collapse occurring was due to the gradual build-up of water in the earth putting pressure behind the wall. And I can't say it's more likely the damage was caused by a specific, one-off insured event – a storm.

I know Mr and Mrs N say there was a storm on 18 February 2024 which was the cause of the wall ultimately collapsing. But I'm not satisfied the storm was the primary cause of it collapsing, particularly as the evidence I've been given by both parties shows the wall had been impacted over time.

Mr and Mrs N don't consider Aviva did enough to investigate the cause of the damage before declining the claim. They're unhappy the LA didn't fully or thoroughly inspect the damage before reaching their findings, in particular, before saying the wall wasn't constructed correctly. But, whilst I can understand why they might be concerned about this, I don't think that makes a difference to the outcome of this complaint. Even without the LA's findings, I'm satisfied the damage was caused over time rather than by a specific event, a storm, and therefore isn't covered under the terms of the policy. So I think Aviva has declined the claim fairly.

My final decision

It's my decision that I don't uphold Mr and Mrs N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N and Mrs N to accept or reject my decision before 15 August 2025.

Nadya Neve
Ombudsman