

## **The complaint**

Mr and Mrs L complained that Aviva Insurance Limited (“Aviva”) unfairly declined their claim for storm damage to their barn, under their home buildings insurance policy.

I’ll refer to Mr L in my decision for ease.

## **What happened**

Mr L said that in December 2024 a barn on his property was badly damaged during the named storm Darragh. Prior to the storm the barn was upstanding and in a useable condition. Following the storm Mr L said the barn is now “*wrecked*” and dangerous. He contacted Aviva to make a claim. He said a survey of the damage was arranged by the business. It then declined his claim and said there was no evidence of storm damage.

Mr L said his barn was “*older*” but on the whole it was in good condition and fit for purpose. Without the use of his barn Mr L said he had to buy fencing in order to keep his sheep from straying onto his driveway and onto the road. He didn’t think he’d been treated fairly and complained to Aviva.

In its final complaint response Aviva told Mr L that its technical team had reviewed the images. It said there were no signs of storm related damage, which was also the findings of its surveyor. Aviva said the strong winds highlighted pre-existing issues as opposed to being the cause of the damage. Because of this it didn’t change its decision to decline Mr L’s claim.

Mr L didn’t accept what Aviva had said and referred the matter to our service. Our investigator didn’t uphold his complaint. He said Aviva’s surveyor had found the barn to be in a poor state of repair and there were signs of timber rot. He didn’t think the storm was the underlying cause of the damage. Based on this evidence he didn’t think it was unfair for Aviva to decline Mr L’s claim.

Mr L disagreed with our investigator and asked for an ombudsman to consider his complaint.

It has been 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.

Having done so I’m not upholding Mr L’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the data from around the time Mr L's loss occurred in December 2024. This data is taken from a weather station nine miles from his home. On the day prior to Mr L identifying the damage maximum wind gusts were recorded at 66mph.

Mr L's policy defines a storm as:

*"An extreme weather event with persistent high winds with gusts normally exceeding 55mph (48 knots) and/or heavy rainfall at a rate of at least 25mm per hour and/or snow to a depth of at least 30cm in 24 hours and/or hail of such intensity that it causes damage to hard surfaces or breaks glass, according to our weather data. We will also take other factors into consideration such as where the property is sited".*

Aviva hasn't disputed that storm conditions were experienced around the time of Mr L's loss. The weather data shows wind gusts above its definition of storm force wind. So, the answer to question one is yes.

I think the damage caused to Mr L's barn is something that's consistent with damage a storm typically causes. So, the answer to question two is also yes.

The final question I need to be satisfied with is that a storm was the underlying cause of the damage.

I've read the report Aviva obtained from its surveyor. I've copied the relevant excerpts from this below:

*"Upon inspecting the barn, which is in poor condition, we concluded that the damage is not consistent with an insurable storm peril. Instead, it appears to have resulted from wear and tear and maintenance issues. During our inspection, we noticed rot within the timber, which we believe affects the structure of the barn.*

*A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered."*

The surveyor concluded that the storm wasn't the cause of the damage.

I've looked at the photos included with the surveyor's report. This shows several panels that formed the roof covering and walls of the barn have become detached. One section of the barn appears to have partially collapsed. Although these photos show the barn after the damage occurred – the photos indicate it wasn't in good condition prior to this. Close up inspection of the photos showing the timbers used in the roof, walls and the main support for the structure also show signs of deterioration.

I'm not an expert in assessing building damage, so I must rely on those who are. Aviva's surveyor has provided a persuasive report that indicates the barn was damaged because it was in a deteriorated condition, prior to the storm. A well-built structure in good condition should withstand storm force winds. Mr L hasn't provided a separate report that shows the barn was in good condition to contest what Aviva's surveyor said. I acknowledge what he

says about re-using some of the timber from the damaged barn as he said it was “*strong*”. Also, his comments about there being a rotten telegraph pole in the field near the barn. He said the surveyor may have mistakenly thought this was part of the barn structure. But from what I’ve read, and from the photos the surveyor took, I’m satisfied the surveyor was describing the condition of the barn. And had identified deterioration due to wear and tear over time.

I’ve considered Mr L’s comments carefully, but this doesn’t persuade me that the barn was in a good condition prior to the storm. This means that the answer to question three is no and Aviva can reasonably decline the claim.

I’ve also checked Mr L’s policy terms and conditions to see that the exclusions Aviva has referred to are clearly stated. The terms say:

*“General exclusions - Gradually occurring damage • wear and tear (natural and predictable damage which happens over time or due to normal use or ageing) this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation; • any other gradually occurring damage (except subsidence, heave and landslip).”*

These terms are clearly written. I think gradually occurring wear and tear is what reasonably caused the underlying weakness in Mr L’s barn. This is what Aviva has described as the reason the damage occurred.

Having considered all of this, although I’m sorry that Mr L isn’t covered for his loss, I don’t think Aviva treated him unfairly when it declined his claim for the reasons it gave. So, I can’t reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr L and Mrs L to accept or reject my decision before 4 September 2025.

Mike Waldron  
**Ombudsman**