

The complaint

Mr and Mrs S complained that Aviva Insurance Limited unfairly declined a claim they made for storm damage under their home insurance policy.

Since bringing their complaint to this service, Mr S has sadly passed away. Mrs S is being represented by their daughter Miss S.

For ease, I will refer to Miss S in my decision on behalf of Mrs S and the late Mr S.

What happened

In December 2024 Miss S reported damage to an outside wall caused by strong winds. Aviva instructed a Surveyor to attend to validate the claim.

The surveyor reported that the cause of damage wasn't due to a storm, but due to gradual wear and tear. This is excluded from cover under the policy. So Aviva said it wouldn't meet the claim to repair the collapsed wall.

Miss S didn't agree with the decision and was unhappy that Aviva hadn't taken into consideration her parents' vulnerability as elderly and disabled.

Aviva didn't uphold the complaint. It said it had acted promptly to ensure the claim was managed fairly, and the surveyor had managed their expectations that their claim wouldn't be met when he visited.

Miss S asked us to look at their complaint. One of our Investigators didn't recommend the complaint should be upheld. He found Aviva had acted reasonably and in line with the policy.

Miss S disagrees and wants an ombudsman to decide. In summary she says storm conditions occurred and were the main cause of the damage. So she believes Aviva should meet the claim.

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'm very sorry to read that Mr S has passed away. I appreciate this will be a difficult time for Mrs S and Miss S.

I've looked at whether Aviva as the insurer acted reasonably when it considered the claim it received for storm damage.

Insurers don't provide cover for every eventuality. They provide cover for specified insured perils which are sudden and unforeseen, such as storm, fire or flood. Aviva, like other insurers, doesn't provide cover for damage caused over time. In other words, damage due to wear and tear gradually. So it provides cover for loss or damage that an otherwise well maintained property wouldn't withstand.

We have a long standing approach to storm damage claim complaints. We ask three questions when considering storm damage complaints to decide if an insurer acted reasonably in rejecting a claim. 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?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Aviva said no storm conditions occurred at the time of the event. Our Investigator checked local weather data and found wind speeds didn't reach the threshold considered to be a storm in line with Aviva's policy.

Miss S has provided a link to show wind speeds in the city reached the threshold of 55 mph.

Even if I accepted that storm conditions occurred, it doesn't change the outcome because of the answers to the remaining questions. I'll explain why.

An outside wall collapsed. So this is damage that could be consistent with damage a storm typically causes. The answer therefore to this question is 'yes'.

I've looked at the report provided by the Surveyor who attended. This is a strong piece of evidence as it has been provided by an expert, with photos, and their reasoning as to why he arrived at the conclusions he did. I haven't been provided with contrary evidence of equal weight to dispute the Surveyor's findings.

The Surveyor reported that the cause of damage was due to vegetation growing around the wall over a number of years. Key comments from the Surveyor report are:

"Upon inspecting the boundary wall, which is in fair condition, we have determined that the damage is not consistent with an insurable storm peril. Instead, it appears to have been caused by a substantial amount of vegetation covering the wall. The wall collapsed because it could not withstand the increased sail effect from the large amount of vegetation attached to it. We have advised the policyholder to hire a professional repairer to restore the boundary wall to its original pre-loss condition."

And;

"According to the terms and conditions of the insurance policy, the claim is declined due to the exclusion related to a gradual operating cause. This is the result of vegetation being left to grow uncontrollably over the boundary wall."

Photos taken by the Surveyor support his report.

In light of the Surveyor's report, Aviva declined the claim. It said there didn't appear to have been any recent management of the exterior shrubs and trees overhanging the property. Aviva recommended Miss S contact the local authority about the lack of maintenance in the area and the effect of this on the affected wall.

Aviva explained that the policy doesn't provide cover for anything that happens over a period of time, such as the overgrowth showing in the photos provided by the Surveyor which affected the strength of the wall.

I think Aviva acted promptly in appointing a Surveyor to attend the property and discuss their claim, taking into consideration the vulnerabilities of Mrs S and the late Mr S. I think this was a fair thing to do to manage their expectations once the Surveyor had assessed the wall.

I understand Miss S will be very disappointed with my decision. But I think Aviva properly considered the claim and reached its decision to reject it in a fair way and in line with the policy. Even if it is agreed that storm conditions occurred, it doesn't change the outcome – as storm conditions are not the main cause of damage. From the evidence available, the cause of damage was due to wear and tear gradually over a period of time. Aviva doesn't provide cover for damage caused this way. So I think Aviva treated Mrs S and the late Mr S fairly and as it would any other customers in the same circumstances.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and the estate of Mr S to accept or reject my decision before 2 September 2025.

Geraldine Newbold
Ombudsman