

## The complaint

Mr B complains Aviva Insurance Limited (“Aviva”) unfairly declined his claim on his property insurance policy for storm damage to his garden wall.

All references to Aviva include its agents.

## What happened

Mr B renewed his property insurance policy around November 2023 covering his building and contents of his rental property. In December 2023, Mr B was informed by his letting agency that a storm had caused damage to his garden wall. He initially didn’t make a claim on his insurance policy but after struggling to find available contractors to carry out repairs, he made a claim on his property insurance policy around March 2024.

Aviva didn’t dispute that a storm had occurred but it asked Mr B for further information including a report he’d received from a dry wall expert who inspected the damage. And after reviewing Mr B’s photos of the wall – which showed ivy growing over it – and the opinion of his expert, it declined Mr B’s claim as it considered there was existing, gradual damage to the wall or Mr B hadn’t maintained the wall in line with the policy terms.

Unhappy with Aviva’s decision to decline his claim, Mr B asked our Service to look into things. As part of a separate complaint, our Investigator didn’t think the evidence supported Aviva’s position. So he upheld the complaint and recommended Aviva reconsider the claim. I mention the facts of that complaint as they are relevant here but this complaint is about the claim being declined after it was reconsidered only.

Aviva arranged for a surveyor to inspect Mr B’s wall around November 2024. In his report he said it was in a very poor condition and was overrun with ivy which was intertwined in the wall. He provided photos showing vegetation growing through it and he thought the ivy would’ve added weight to the wall and weakened it. In his report, the surveyor provided photos showing the wall covered in ivy. So Aviva didn’t think the dominant cause of the damage was the storm and it declined Mr B’s claim again.

Mr B didn’t agree Aviva had declined the claim fairly so he made a complaint. Aviva didn’t change its decision to decline the claim. As the complaint wasn’t resolved at that stage, Mr B asked our Service to look into things again. He provided photos of the damage together with the report from the expert who had provided information previously.

Our Investigator didn’t uphold Mr B’s complaint. She thought it was more likely the damage was caused by gradual damage or maintenance issues rather than storm conditions so she didn’t think Aviva had done anything wrong in declining the claim. Mr B didn’t agree. He highlighted that his letting agency had carried out inspections of the property every six months and it hadn’t identified any issues with the wall in its most recent inspection before the damage occurred. And he thought his expert evidence showed the storm caused the damage. As the complaint wasn’t resolved at that stage, it was passed to me to reach a decision on.

## **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 know Mr B will be disappointed but I'm not upholding this complaint for broadly the same reasons as our Investigator. Mr B has explained the impact this complaint has had on him and the amount of time he's spent collating information for Aviva. So I thank him for providing the information he has to our Service.

Aviva accepts there were storm conditions around the day the wall collapsed and I'm satisfied a collapsed wall is damage which is typical of storm damage. So the key question for me to consider is whether the storm was the main cause of the damage in this case. And based on everything I've seen, I'm not satisfied it was.

Since our Service looked at Mr B's previous complaint, Aviva arranged for a surveyor to inspect Mr B's wall. I appreciate this was done quite some time after the storm. But I can't see anything said in the report that is inconsistent with the photos from around the time of the storm or the earlier report Mr B provided. The surveyor's report said the wall wasn't in good condition and was overgrown with ivy which he considered was weakening the wall. So Aviva maintained its previous decision to decline the claim as it says the storm had just highlighted existing problems rather than causing them. The surveyor report included photos of the ivy growing between the stone wall and I've seen pictures from before the loss which shows ivy growing all over the wall.

Mr B's provided a report and further commentary from a dry-stone wall expert which he thinks shows the cause of the wall collapsing was the storm. I can see the expert concluded the wall collapse was due to the high winds and the stone wall being heavily mortared together at the top. But he mentioned some ivy was going through the wall itself (although not the majority of it or the main stem) and he notes ivy ingress does destabilise dry-stone walls and highlights the ivy at the top would've acted like a sail, increasing the force from the wind on the wall.

Taking everything I've been given together, the evidence suggests to me there were existing problems with the wall. And I can't say the storm was the main cause of the wall collapsing. I accept the storm may have made the existing damage to the wall worse – but I don't think this means it wasn't subject to gradual deterioration or maintenance issues before the storm.

I understand Mr B has highlighted his letting agent provided a report in July 2023 which didn't mention any problems with the wall. But that was some time before this storm and gradual damage is something that happens over time – and can be highlighted suddenly by a storm which is what I consider happened here. I also note it seems the other items on the report were flagged when they became a problem – for example the back fence falling down. And at the point of the report, the wall was still standing. So this report doesn't make a difference to the outcome of this complaint.

Overall, I'm not satisfied Mr B's wall was free from existing damage at the time of the claim. And I don't think Aviva has acted unreasonably in declining the claim.

**My final decision**

For the reasons given above, it is my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 16 October 2025.

Nadya Neve  
**Ombudsman**