

The complaint

Mrs H is unhappy that Aviva Insurance Limited declined her claim for damage to her garden wall following a storm.

What happened

Mrs H has told us on 7 December 2024, storm Darragh caused their garden wall to partially collapse. She put in a claim under her buildings and contents policy with Aviva in respect of the wall, but they declined her claim.

Aviva declined the claim as they don't believe there were storm conditions present to cause the wall to collapse. They said the wall looked old and weathered and they don't believe winds of 40mph would be able to topple any wall under those conditions. They recognised there were various warnings but felt these were to prepare Mrs H that she may be impacted by a storm, they didn't feel it evidenced any storm conditions were actually present at or around that time.

They referenced the terms and conditions which says a storm can highlight defects rather than cause them, and as they weren't satisfied that storm conditions were present, it would only evidence gradual damage and natural weathering which isn't covered under the policy.

Mrs H brought her complaint to this service. Our investigator first said that Aviva should carry out further investigation to ascertain if the damage to the wall was caused by the storm. After receiving further information, she felt that storm wasn't the main cause of the damage sustained to the wall so didn't uphold the complaint. Mrs H asked for an ombudsman's decision, so 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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of our service.

The terms and conditions set out the agreement between Aviva and Mrs H and detail what is and isn't covered. In relation to storm they say:

"Our standard buildings cover will protect you for loss of or damage to the buildings caused by any of the following things: Storm or flood (from overflow of external water sources, such as rivers, lakes and the sea)".

"General exclusions – 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; or any other gradually occurring damage (except subsidence heave and landslip)".

The policy also provides a definition of storm, it says:

"An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but we take other factors into consideration such as where the property is sited. 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."

When we look at a storm claim complaint, there are three main aspects we consider.

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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

Aviva didn't feel storm conditions were present as wind speeds at the time of the incident was 40 mph. I've checked the weather reports for the 7 and 8 December 2024 and I can see peak gusts at 49 mph. I'm also aware this was a named storm, storm Darragh. And I've seen information in relation to warnings of the storm and a list of road closures and fallen trees as a result of the storm. Having checked the locations, I can see some of the fallen trees were reasonably close to Mrs H's home. So, I'm satisfied there were storm conditions at the time.

But just because I'm persuaded, on balance, that there were storm conditions during this time, that isn't the only consideration when deciding whether Mrs H has a valid claim. There are three questions, as I've outlined above. And ultimately, I still don't think Mrs H has a valid claim, even if I can answer question one as 'yes'. I'll explain why below.

For the second question, I think a storm more generally could cause damage to a wall, so the answer to this question is also yes.

So, I've considered weather storm was the main cause of the damage. Having reviewed a video of the damage to the wall, Aviva's surveyor said:

"In the opening second of the video, we can see mortar along the upper left side next to the horizontally stacked red brick adjacent to the decorative Bradstone Leaf blocks. The mortar work in this area indicates that this is a later addition on top of the wall section. These bricks have been placed whole, where they should have been alternating half and whole bricks (staggered) and tied into the abutting wall. The section of wall below this has been done correctly, staggered construction of half and whole brick and should be tied into the main building wall for support. The upper portion has not been done correctly and provides an area more susceptible to lateral movement which would in turn funnel pressure along the upper portion of the wall.

You can also see moisture being retained at the lower portion of the wall as evidenced by the greening of the cement-work and mortar along the joints across most of the wall. This would indicate moisture being retained in the joints and where moisture is retained it will crystallise (freeze) and cause the mortar to separate in places and where those places have separated only gravity is holding it in place, there is no structural bond as

you would have between mortar and brick. Moisture being retained in the mortar even without frost action will cause the material to break down and weaken over time. The video progresses and you can see mortar missing at numerous places, including around where vegetation is growing up the wall and mortar continues to be missing in quite a few areas.

At the 3 second mark we can see again various areas of mortar missing and what appears to be an attempt at repairs with lighter mortar in places. Looking above and left of the red garden decoration, you can see mortar with what appears to be moss growth, a further indication that moisture is being retained in the mortar and allowing vegetation to grow. This vegetation will send roots in to the mortar, which will break down the bond between the mortar and the brick and thus reducing any structural strength and allow further instability to creep in to the wall, again only gravity holding the wall up in place where these elements are occurring, putting further stress on the remaining intact sections of the wall/brickwork.

When we view the 5 second mark you can see clean breaks between the mortar and the brickwork. A good bond between the two would not allow the brick to separate cleanly and is an indicator of frost action, as mentioned above where water sits in the mortar and freezes. As the water-freeze expands it pushes materials apart and this is an indicator of frost action.

We also have a substantial amount of growth on the neighbour's side of the wall which is a weight being applied to the wall and has overtopped the wall, all of this weight adds instability to a weakened wall."

Mrs H felt the video showed the mortar and brick work intact as the wall had collapsed as a block together and they had to use lump hammers to break the remaining wall up. Having shared the surveyor's comments with Mrs H, in relation to the walls condition she has said that the way the wall was constructed is the preferred way of building when using decorative bricks. She didn't feel small spots of moss is what caused the wall to fall over considering it had been standing for over forty years. She confirmed her neighbour did have a bush and flowers on their side of the wall, but as the wall collapsed onto the neighbour's side, she feels the wall failed during the storm. And she acknowledged the different colour mortar explaining that over the years they have maintained the wall.

Having reviewed all the information provided, on balance, I am most persuaded by Aviva's surveyor's comments. I recognise Mrs H's comments and strength of feeling, and I accept that the wall did fall during the storm. However, I'm not persuaded that the storm was the main cause of the wall falling. I say this because it is evident from the video there is some deterioration to the wall. And given the walls age this isn't unexpected. However, considering the surveyors observations in relation to the vegetation and how that can impact the brickwork as well as the bond between the bricks and the level of growth on the opposite side of the wall. I find it likely this would have had an impact.

On balance, I think it more likely than not the storm wasn't the main cause of the damage. And it wasn't unreasonable for Aviva to decline the claim.

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 Mrs H to accept or reject my decision before 31 October 2025.

Karin Hutchinson
Ombudsman