

The complaint

Mr G was unhappy his claim for storm damage to the wall of his property was declined by Aviva Insurance Limited ("Aviva") under his home insurance policy.

What happened

Mr G made a claim to Aviva when heavy rainfall caused damage to the boundary wall of his property.

Aviva appointed a surveyor to review and validate the damage. Aviva said "*Our data indicates that there were no storm conditions present in the six weeks leading up to and including the date of the reported loss. This conclusion is based on comprehensive weather reports and data analysis for the relevant period*".

In addition to there been no storm, Aviva said the primary cause of the damage was significant vegetation growing on the wall and a lack of maintenance to the wall.

Mr G provided some evidence to substantiate the bad weather and he said the wall was in similar condition to the neighbouring walls in the area.

He'd like his claim paid in full.

Our investigator decided not to uphold the complaint. She thought Aviva had fairly declined the claim based upon the evidence available and it had acted in line with the policy terms. Mr G disagreed, so the case has been referred to an ombudsman.

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 don't uphold this complaint. I know this will be disappointing for Mr G, so I'll outline my reasoning for reaching this decision.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Zurich said there wasn't storm conditions in the six weeks leading up to the date of the reported loss. However, Mr G has described the weather as "*one of the heaviest periods of rain last winter and made the front page of the newspaper*". Mr G shared the newspaper report.

Our service has access to weather reports, so I've checked these to confirm independently what the weather was around this time. In the week of the reported incident, I can see there were wind gusts of around 55mph and around 126mm of rain over the previous 30 days (with no one day registering rainfall of more than 10mm in an hour).

The policy terms and conditions set out a definition of 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*".

Given the wind speeds met the definition outlined in the policy, I think it's fair to conclude storm conditions existed at the time of the reported incident. So, I'll move on to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Yes, I think so. I think strong winds could cause some damage to a wall. Especially, if it was accompanied by long periods of rain. Whilst, I don't think the rain heavy for long, I do think there is evidence of persistent wet weather and I think this is likely to have soaked the surrounding ground.

So, I'll move on the final question.

Were the storm conditions the main cause of the damage?

Aviva said the damage to the wall was primarily caused due to vegetation growth and a lack of maintenance. Mr G countered this by explaining the wall was in the same condition as neighbouring properties.

The surveyor said "*The condition of the wall shows excessive vegetation growth, which displays a considerable lack of maintenance carried out over the years. It is the lack of maintenance which has led to the collapse of the wall*".

A further technical review of the claim was carried out by a second person who commented "*The reason why this has failed is the huge amount of vegetation growing out [along] the entire length of wall. Vegetation causes a loss of structural integrity the roots open up the gaps between stones and also bring in earth to grow from causing them to slip. Stone walls rely on grip between each placed stone in the wall, when you remove this form of friction joint which relies on the placing of these stones as well as the weight then the wall is prone to failure. The amount of vegetation on this wall clearly highlights it has not been maintained for many years. Maintenance is key to many aspects of property ownership to prevent failure*".

I've reviewed photographs of the wall and the vegetation is dense and doesn't look like it has been cleared in a long time. I find the technical review persuasive, I can imagine how the weight of vegetation on the wall, added to its growth between the stones, will weaken and impact the stability of the wall. I haven't seen evidence that contradicts Aviva's experts.

Aviva has highlighted that an important condition of its policy is "*Keeping your property in good condition - One important policy condition is that you keep all the property you are insuring in good condition. Your policy doesn't cover loss or damage caused by wear and tear or a lack of maintenance. In particular, you need to maintain your home, there are some basic things you can do, for example: On the outside - Keep any trees and shrubs near your home well-trimmed*".

I think Aviva has fairly declined the policy in line with its policy terms. There is strong evidence suggesting the wall hasn't been well maintained. It's likely the vegetation growth has caused wear and tear and I think this is the primary cause of the wall collapse and the bad weather merely highlighted the weakness in the wall. I appreciate Mr G has said his wall

isn't out of keeping when compared to the neighbours, however, this isn't relevant when looking at a claim which is judged against the policy terms. So, for these reasons, I don't uphold this complaint.

In respect to the expert report Mr G has commissioned. Unfortunately, I can't ask Aviva to cover the cost of his report as Aviva didn't ask for the report to be done and the claim wasn't upheld. However, it seems Mr G may benefit from the report as his contractor said it was needed before he'd quote for his works.

My final decision

My final decision is that I don't uphold this complaint. I don't require Aviva Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 29 December 2025.

Pete Averill
Ombudsman