

## **The complaint**

Mr C and Miss R complain that Aviva Insurance Limited made an unfair claim decision when it declined to cover the damage to their property following a storm.

## **What happened**

Following a storm towards the end of December 2024, Mr C and Miss R contacted Aviva to notify it of damage to their property. The outer leaf of the adjoining property collapsed, leaving the internal brickwork exposed as well as causing other structural damage to Mr C and Miss R's property.

Aviva declined to cover the damage to the property. It said it didn't think the damage was consistent with storm damage and it didn't believe the storm was the dominant cause of the damage.

Mr C and Miss R complained about the claim decision and advice provided by Aviva and its agents when the claim was made and assessed. Aviva maintained its decision on the claim and said it had applied an approach consistent with this Service when determining whether it should accept the claim for storm damage. It also didn't think its agents had provided unreasonable advice when dealing with the claim and the complaint was not upheld with the claim decision maintained.

Our investigator looked at this complaint and said they didn't think Aviva needed to do anything else. They set out the three questions this Service applies when considering complaints about storm related claims and whether the business made a fair claim decision. If all are answered yes, we wouldn't think it is fair for a business to decline a claim for storm damage. The three questions we consider are:

1. Was there a storm, on or around the date of the claim.
2. Was the damage consistent with damage from a storm.
3. Was the storm the main or dominant cause of the damage.

They agreed there was a storm on or around the time of the incident and the answer to question one was yes. But they didn't think the damage was consistent with a storm or that the storm was the main or dominant cause of the damage.

Our investigator said Mr C and Miss R had explained their neighbour had informed them after the event that the wall had been bulging prior to the storm. And with other properties in the street not being damaged by the storm, they didn't think the damage was consistent with a storm or that the storm was the main or dominant cause of the damage to Mr C and Miss R's property.

Mr C and Miss R disagreed with the assessment and highlighted they had a level 2 homebuyers report completed ahead of the purchase of the property in 2023. This didn't identify any issues with their property and they didn't think it was fair to say there was

underlying issues or rely on google imaging to say there was an issue with the wall ahead of the storm. They also provided the opinion of their own expert to support their position.

Our investigator maintained their outcome on the complaint and it has been referred for decision at the request of Mr C and Miss R.

### **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've decided not to uphold this complaint. I appreciate with the level of damage to Mr C and Miss R's property that this will be an upsetting outcome, but I'll explain why I think Aviva has made a fair claim decision when declining to provide cover for the damage to the property.

This Service has a well-defined approach to considering storm damage complaints and the approach is often applied by businesses when claims of this nature are raised. In this case, Aviva has also considered the questions that I've set out above and principles of our approach when considering whether the damage to Mr C and Miss R's property, could be considered under the peril of storm damage.

While there was no named storm, on or around the time of the damage, it has been agreed with the speeds in excess of 60mph recorded, that there was a storm at the time.

When considering the second question, was the damage consistent with damage from a storm, Aviva has said both the nature and location of the damage is not consistent with a storm related event. I agree there is certainly some question marks over whether winds speeds of just over 60mph could cause the external leaf of a property wall to collapse. And while excessive winds can cause walls to move and collapse, damage of this nature is not normally seen. Gable ends or free-standing walls are more likely to be impacted by excessive winds.

However, while not common to storm damage, I think it could be said the damage is something which could be seen as the result of excessive winds. So, I think question two can be answered with a yes and it is question three which is the key question here.

#### *Was the storm the dominant or main cause of the damage?*

Both Aviva and Mr C and Miss R have provided their own expert opinions on the damage and whether the storm was the main or dominant cause. Together with this, there is the information provided by Mr C and Miss R when the claim was made to Aviva and it was notified of the loss. I think this is also relevant when talking to the condition of the property and its neighbouring adjoined property and whether the storm was the main or dominant cause of the damage.

When the claim was first made, Aviva was told the tenant of the neighbouring property had been in contact with their landlord (the owner of next door) a number of times to complain about damp in the front bedroom. Despite these complaints to the owner, no action had been taken.

Aviva spoke with the owner of the neighbouring property and it was informed a claim had been made by the owner to their own insurance company three weeks before the storm damage. This was made as the owner had noticed the front external wall on the first floor was moving and a bulge was evident.

Aviva had a desk top assessment of the evidence completed on 30 July 2025 and this examined pictures of the property from the time of the damage and previous images of the property from google images. The opinion of the surveyor here was:

*“3.9 The bulging is evident as far back as September 2012, arguably even August 2008, albeit the image quality is poor for reviewing the bulging wall.*

*3.10 In August 2008, there are signs of excessive water staining due to the water runoff from the roof immediately to the left of the dormer window to (neighbouring property) and missing mortar between the stonework and the stone window jamb.”*

I appreciate Mr C and Miss R and their expert have said they don't think it is fair to rely on google images with questions over the quality and reliability of these. However, I think the images, with the statements and previous claim made by the owner of the neighbouring property, support there was an underlying issue with the outer layer of the wall.

The conclusion from Aviva's expert with its second surveyor says the collapse of the wall is due to a lack of a suitable or effective tie between the internal brickwork and the external leaf of the stonework and that this has been affected by the water ingress over time.

*“4.5 The use of throughstones as wall ties is clearly a rudimentary form of construction and one that has been replaced by galvanised wall ties throughout the 20th century. There are no obvious signs of similar issues along the rest of the terrace and it may be that the water ingress, particularly as the location of the water ingress coincides with the area that was bulging the most previously, has eroded some of the sandstone throughstones and also the surrounding bedjoints and been an underlying factor.”*

Mr C and Miss R's expert report is in the form of an assessment from a senior contracts manager who has demonstrated a long tenure of experience in masonry packages. So, while not a surveyor or engineer, they have some relevant experience to the issues.

They have argued the build of the property and its construction was typical to the year of build for the property. A level 2 homebuyers inspection was completed in 2023 when the property was purchased and this didn't highlight any issues and this supports the argument that there was no underlying issue.

The method of construction has not been relied on for the claim being declined. It has been highlighted that this has changed over time with galvanised wall ties now being typical. But what has been focused on is that there is no issues with any other properties within the street. This, supported by the images of damp and account of the issues raised by the tenant and action taken by the owner of the neighbouring property previously, all support there was an underlying issue with the outer leaf.

Mr C and Miss R's expert, has said they cannot confirm the wall was bulging previously from the images relied on. But did accept the photographs provided supported the observations of the water run-off being valid but this was primarily affecting the neighbouring property.

Mr C and Miss R have approached the supplier of their homebuyers report for comments on why this didn't highlight any concerns when completed. It has said due to the limitations of the inspection not being invasive, it would not have identified the latent defect with the wall. I also must bear in mind that it was the neighbouring property which had the bulk of the issues present and this is supported, as I've said by the other evidence provided.

Overall, I think it has been demonstrated that the storm was not the main or dominant cause of the damage. This was instead the result of the deterioration of the throughstones following water ingress. The bulge in the neighbouring wall was visible prior to the incident with the owner of the property having previously approached his insurer to consider this damage. And I am not persuaded the storm was the main or dominant cause.

I appreciate Mr C and Miss R will be disappointed by this outcome, they took steps to make sure the property they were buying had no underlying issues. But the level 2 report was limited, as the supplier has told them, in its scope and available discovery.

Mr C and Miss R's expert has also said there is no fault on the part of Mr C and Miss R and they feel there is a valid claim because of this. However, it is not a case of Mr C and Miss R needing be shown they had done something wrong for Aviva to demonstrate the claim is fairly declined. It needs to show the storm was not the main or dominant cause of the damage, which it has and it is because of this, I cannot say it has made an unfair claim decision.

I know some concerns were raised about the service and information provided by Aviva and its agents when dealing with this claim. I can see why there was a feeling that a lack of empathy was shown and the level of damage to the property would have been distressing. But I've not seen anything here which demonstrates a failing and I don't think it is appropriate to make an award for any added distress or inconvenience. The bulk of the distress here, which I have no doubt in being very upsetting, is the level of damage to Mr C and Miss R's property. This will have been shocking but I cannot hold Aviva responsible for this.

### **My final decision**

For the reasons I've set out above, I don't uphold Mr C and Miss R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Miss R to accept or reject my decision before 28 January 2026.

Thomas Brissenden  
**Ombudsman**