

## The complaint

K a business, represented by Mr P complains that Aviva Insurance Limited unfairly declined a claim made on its commercial property insurance policy.

Reference to Aviva includes its agents.

And, for ease of reading, I'll refer simply to K throughout this decision.

## What happened

K held a commercial buildings insurance policy covering one of its properties which it let out to tenants.

Following a storm, it says it was notified by the tenant that water was entering the property, so, it made a claim to Aviva.

Aviva declined the claim, it said it didn't think the damage had been caused by a single storm and that the damage was gradual in nature. It said this was supported by the tenant saying that the damage had been ongoing at the property for roughly three years with no repairs taking place during that time.

K complained about that decision. It said the tenant had said they never made such a statement, and thought it unlikely they'd live with such damage for so long. K thought the damage was caused by the storm, and as such, should be covered by the policy.

Aviva didn't change its stance, so K brought its complaint to the Financial Ombudsman Service.

Our Investigator recommended it be upheld, she thought the damage was most likely caused by the storm.

Aviva didn't accept that assessment and asked for an Ombudsman's decision.

I issued a provisional decision explaining why I was thinking of not upholding K's complaint. It said:

*"I'm not thinking of upholding it. I understand this will be disappointing for K, especially in light of our Investigator's assessment. I'll explain my reasoning.*

*But, I'll not be commenting on every bit of evidence presented or argument made. Instead, in line with our role as an informal service, I'll comment on what I consider to be key.*

*K's policy covers it for damage if that damage is caused by one of a number of listed events, or perils. The relevant one here is "Storm". K alleges the damage was caused by a storm – so thinks the policy should provide cover. Aviva on the other and thinks the damage wasn't caused by a storm, and was instead caused gradually, something the policy doesn't provide cover for,*

*This Service has an established approach when looking at complaints relating to alleged storm damage. We ask three questions, and if the answer to all those questions is positive, then we'll say the claim should be covered (assuming the policy provides cover for storm damage – which this policy does).*

*The first question relates to the presence of a storm. This isn't in dispute here and it is widely accepted by all involved that there was a storm shortly before the damage was reported.*

*The second question relates to the nature of the damage – is it typical of damage caused by a storm? Here, again this isn't really in dispute. A roof being lifted and water then entering a property is typical of damage caused by a storm. Again, this is widely accepted by all involved.*

*The third and final question asks whether the storm was the dominant, or main cause of the damage. And it's here, as set out above, that K and Aviva disagree.*

*Having considered everything, I'm satisfied Aviva's position is reasonable. I've seen the pictures of the damage and read the loss adjuster (LA)'s report. I think based on that, it was reasonable for Aviva to say it was more likely that the damage had been happening for some time as opposed to being caused by the storm K alleges was the cause.*

*The LA's report says the damage was caused overtime and provides pictures in support of this, noting damage to walls, flooring and the presence of mould. That report also says the tenant said the damage had been occurring at the property for three years with no repairs taking place in that time.*

*I think it was reasonable for Aviva to rely on that report. I understand K has disputed that its tenant said that, but I see no reason for the LA to note a conversation that didn't take place. And in any event, the pictures and comments of the LA (excluding the tenant's disputed comments) is enough to show that the damage more likely occurred over time, rather than as a result of a single storm. The tenant's comments however, do appear to be supported by the pictures and comments of the LA.*

*I appreciate that the storm itself may have caused more damage, but I think it's more likely than not that it wasn't the dominant, or main cause of the damage. And instead that the storm merely highlighted the problem and the damage that was already present.*

*It therefore follows that I find Aviva's decline of K's claim to be fair and reasonable in all the circumstances of this complaint."*

Aviva didn't respond to that decision. K did. It said it hadn't seen the pictures I'd referred to. And it maintained it thought it unlikely the tenant said what Aviva alleges they said. It pointed out the nature of the tenancy and the standards required of that tenancy to highlight why it thought the tenant didn't say what Aviva says they did..

I sent the pictures to K, and in response, it maintained it was unlikely that the damage had been happening gradually. It reiterated that the storm must have been the main cause of the damage.

### **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 considered everything, although it will be disappointing for K, I'm not departing from

my provisional decision. I'll explain why.

I appreciate what K says about the tenant stating they didn't make the comment Aviva claims they did. And I've considered K's explanation about the tenancy and the requirements.

But, I also see no reason for Aviva to say the tenant made a comment when they didn't, especially when it's not that comment that is pivotal for the payment (or decline) of the claim.

As set out in my provisional decision, even without that statement, I think based on the evidence, Aviva reasonably declined the claim – because it thought the damage had been occurring gradually and that the storm therefore was not the main cause of it. The pictures support this, as does the comments from the LA themselves. Yes, the alleged comments from the tenant also support this, but even if they're discarded completely (which I don't think they should be), Aviva's decision would still be reasonable.

Therefore, in line with the provisional decision above, this further explanation now forms my final decision.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask K to accept or reject my decision before 29 April 2026.

Joe Thornley  
**Ombudsman**