

The complaint

Mr and Mrs P say Aviva Insurance Limited (Aviva) has unfairly refused to meet a claim they made on their commercial insurance policy. They are being helped by a relative, Mr G.

What happened

Mr and Mrs P own an empty commercial property which used to be a store. They say that the sign along the front of the store was damaged by strong winds in May 2019. They made a claim under the storm damage section of their policy. Aviva considered the claim, but said there hadn't been storm conditions at the time as measured from a nearby weather station. It sent a contractor to look at the damage, who said there was also evidence of underlying damage that had probably built up over time, and this had likely contributed to the collapse of the signage.

Mr and Mrs P disagreed and pointed out that no-one looked closely at the damage – so couldn't say if it had been a contributory factor. They believe the majority of the woodwork was in good condition and a neighbour had seen the signage fall when there were strong winds.

They believe the wind speed measurements are from a station too far away to accurately reflect the precise conditions at the building – and that the local geography, including a nearby river, could have meant local speeds were high enough to cause damage.

Mr and Mrs P have raised these points with Aviva, but it hasn't changed its stance.

They asked us to review their complaint. Our investigator said he couldn't find evidence of storm conditions at the property address. He thought Aviva had done as much as it needed to by inspecting the damage – and he thought it reasonable for Aviva to rely on the conclusions reached by its contractors about the condition of the property.

Mr and Mrs P don't agree so I've been asked to decide this complaint.

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.

When a customer makes a claim for storm damage, the onus is on them to show that there were storm conditions at the time. That's because, to make any successful claim, a customer needs to show that what's called an "insured event" has occurred. Looking at Mr and Mrs P's policy I can't see that a claim could be made under any heading other than "storm", so I think it was reasonable for Aviva to consider this a storm damage claim.

As our investigator noted, there's no definition of what constitutes a storm in the policy. But he explained this service thinks wind speeds over 47mph would be enough to qualify.

He didn't think there had been strong enough winds at the time as the maximum recorded at a weather station about ten miles away was about 35mph. So he didn't think it unfair for Aviva to say it wouldn't meet the claim.

Mr G has explained the local geography and why he and the P's think that means there might have been higher local gusts of wind. And they've pointed to a neighbour who saw the

damage occur and reported strong winds. I don't doubt there were strong winds – but that doesn't mean they were storm force. Whilst I understand the wind speeds were measured from some distance away, the maximum speed recorded was well below what this service usually thinks is strong enough to damage a building in good condition. I'm afraid neither of Mr G's points persuade me that there were storm conditions at the time.

Aviva went on to say that there was another reason why it need not meet the claim – which was that it was relying on a clause in the policy that said it need not meet a claim caused over time by general wear and tear. If Aviva wants to do that then it's up to Aviva to show this is the likely main cause of the damage.

It's not for this service to stand in the place of the insurer – so I can't decide exactly what caused the signage to fall. But I can say that, as Aviva has sent at least two contractors – one a specialist – to look at the damage, then I think it's reasonable for it to rely on their opinions when deciding if it will meet the claim. Mr G has argued extensively about why he and the P's disagree with the reports – but they haven't produced any new evidence to disprove what Aviva's contractors said. So I can't say Aviva relied on the reports unfairly.

Taking everything into account, I don't think Aviva need do more than it already has.

My final decision

My decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 5 July 2021.

Susan Peters
Ombudsman