

## **The complaint**

Mr C has complained that AXA Insurance UK Plc (AXA) unfairly declined a claim for storm damage under a home insurance policy.

## **What happened**

Mr C contacted AXA when part of a boundary wall collapsed at his home. AXA investigated the claim as storm damage and declined it because it said issues with the construction of the wall caused it to collapse.

When Mr C complained to AXA, it maintained its decision to decline the claim. It also offered £50 as a gesture of goodwill due to the amount of time it took to respond to the complaint.

So, Mr C complained to this service. Our investigator upheld the complaint. He said there were storm conditions and this was likely to be the reason the wall collapsed. He said there wasn't sufficient evidence to show the construction of the wall was the reason. He said AXA should reconsider the claim, pay for Mr C's architect and pay £250 compensation for the distress and inconvenience caused to Mr C.

Following this, AXA reviewed the claim again and initially said it had fairly declined the claim. It then provided a further response following another review. This said it couldn't say for certain that the storm hadn't been the cause of the damage, despite identifying some issues with the wall. It offered to pay half the cost of repairing the wall.

Mr C declined AXA's offer and, as agreement couldn't be reached, the complaint was referred to me.

## **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 uphold this complaint. I will explain why.

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

For the first question, it doesn't seem to be in dispute that there were storm conditions around the time the wall collapsed. Having checked the weather data, I can see there were windspeeds in the local area of up to 74mph and 31mm of rain in a day in the period before the wall collapsed. So, I agree there were storm conditions.

So, I've thought about the second question. Hurricane speed winds are normally regarded as starting at 73mph. So, a windspeed of 74mph would be regarded as hurricane speed. Hurricane speed winds can cause devastation, which I think could include causing a wall to collapse. So, I also think the answer to this question is yes.

So, I've thought about whether the storm conditions were the main cause of the damage. Mr C provided an architect's report that said the storm was the main cause of the damage. AXA said the affected wall had been built or altered within the previous ten years and didn't meet building regulations. It said it was inevitable the wall would have fallen at some point due to its construction. Mr C disputed this and said the wall had been there for more than 35 years and that it would have complied with the building regulations at the time it was built. Based on what I've seen, including images showing the wall over a number of years, I haven't seen evidence to show the wall was built or altered within the last ten years or that the wall didn't meet the building regulations at the time it was built.

AXA has also said there were issues with the condition of the wall. It provided photos showing issues with parts of the wall crumbling. It also commented on the mortar and the height of the wall. I've also seen an email from the local council that said when it carried out work close to Mr C's boundary wall in the period before the wall collapsed there was nothing to indicate the condition of the wall was a cause for concern. I also note that AXA has since reviewed the claim again and said there were issues with the condition of the wall, but that it couldn't state that the wall would have failed even if there hadn't been a storm, although it noted that storms highlighted pre-existing conditions. At this point, AXA offered to pay half the cost of the claim for the wall.

For Mr C's claim to succeed, the storm needed to be the main cause of the damage. But, this doesn't mean there couldn't be other issues with the wall, including issues around its construction or it having deteriorated in places. Although AXA initially said the wall had been built or altered in the last ten years, it seems to have moved away from that as a reason to decline the claim. AXA still has concerns about the condition of the wall but now seems to be of the view that it can't say for certain those issues were the cause and that it could have been the storm.

Based on everything I've seen, I think it's reasonable to conclude that the storm was the main cause of the damage. There were hurricane force winds in the local area around the time the wall collapsed. Hurricanes can cause destruction of the type that happened to Mr C's wall and I haven't seen evidence that persuades me that any pre-existing conditions with the wall were more likely to be the main cause of the damage. So, I think AXA should reconsider the claim for storm damage without applying exclusions for poor workmanship or construction related to the wall. I also think AXA should pay the cost of Mr C's architect report that he commissioned to support his claim after AXA declined it.

I've also thought about compensation. Mr C has been caused distress and inconvenience by his claim being declined. The wall also provided protection and privacy from the nearby road, as well as reducing road noise. I'm also aware of Mr C's personal circumstances, which I think will have increased the impact on him of his claim being declined. So, I think AXA should pay Mr C a further £250 compensation, as I think this better reflects the impact on Mr C.

### **Putting things right**

AXA should reconsider the claim without relying on exclusions for poor workmanship or construction, refund the cost of Mr C's architect report and pay £250 compensation.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require AXA Insurance UK Plc to:

- Reconsider the claim without relying on an exclusion for poor workmanship or construction.
- Refund Mr C the cost of the architect report he commissioned.
- Pay Mr C £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 October 2022.

Louise O'Sullivan  
**Ombudsman**