

## **The complaint**

Mr R has complained about his let property insurer Ageas Insurance Limited because it declined his claim for a partially collapsed garden wall.

## **What happened**

Mr R contacted Ageas in April 2023 because the wall at a property he lets out had collapsed. The tenant said it had happened during high winds. Ageas sent a loss adjuster to view the wall and Mr R was asked to get quotes for repair. When he submitted these Ageas, noting the wall had previously been showing signs of weathering, declined the claim on the basis of there not having been a storm. Mr R complained to the Financial Ombudsman Service.

Our Investigator felt Ageas had fairly declined the claim under storm. But she asked it to consider the claim under the accidental damage cover on the policy. Ageas maintained that nothing covered by the policy had occurred to damage the wall – that rather it had been suffering from wear and tear. Our Investigator felt that was fair and reasonable. So she didn't uphold the complaint. Mr R asked for an Ombudsman's consideration.

## **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 find my view is the same as our Investigator. So I won't be upholding Mr R's complaint.

I can see that Mr R obtained quotes at Ageas' request. Ageas has noted the work detailed was to completely rebuild the whole wall, including the footings. I appreciate that Ageas could have declined the claim on the grounds of there not having been a storm without asking Mr R to do this. But Mr R would always have needed to get quotes for repair. And I can understand that Ageas would have wanted to consider what was needed to reinstate the wall as well as what it would cost, as part of its claim consideration.

Ageas, in considering the claim, said there had not been a storm to cause the damage. I'm satisfied that that response from Ageas was fair and reasonable.

I've seen that Ageas also thought about whether the additional cover on the policy for accidental damage would apply in this instance. Ageas thinks this wasn't an instance of accidental damage. Rather that the wall had suffered over time, eventually causing it to partially collapse. I note Ageas' view that if the only thing which happened at the time the wall fell, was some non-storm winds acting against it – if it had been in good condition it wouldn't have been damaged. I see that Mr R hasn't said he is aware of anything specific happening to cause its collapse, and he hasn't presented any evidence to show it was in a good, stable condition before the claim was made. He hasn't for example presented any photos or any expert opinion.

On this occasion, I find I'm most persuaded by Ageas' view. I think Ageas acted fairly and reasonably when it declined the claim.

### **My final decision**

I don't uphold the complaint. I don't make any award against Ageas Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 19 February 2024.

Fiona Robinson  
**Ombudsman**