

The complaint

Mrs F complained her claim for a collapsed wall was unfairly declined by Lloyds Bank General Insurance Limited (“Lloyds”) under her home insurance policy.

What happened

Mrs F’s front wall to her garden collapsed into the road along with some earth following a period of bad weather. So, Mrs F made a claim to Lloyds under her policy for repairs to the damage which she estimated to be more than £16,000.

Lloyds considered the claim. Based on its inspection it decided to decline the claim. Lloyds said there was evidence of historic lean to the wall. It said *“this historic lean has, in our opinion, created an eccentricity of loading to occur in the retaining wall and this has, over a long period of time, allowed the wall [to] inexorably move and lean outwards. All of this is then coupled with the vibrations coming from the road, due to the presence of the traffic calming sleeping policeman, which caused it to finally fail”*.

Mrs F is unhappy with the outcome and wants Lloyds to settle the costs to repair the damage.

Our investigator decided not to uphold the complaint. He agreed with Lloyds that there was no evidence of storm conditions, and the policy didn’t cover Mrs F for damage to her garden wall under the landslip peril. Mrs F disagreed, so the case has been referred to an ombudsman.

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 appreciate Mrs F is in a vulnerable position, but having carefully considered the circumstances, I don’t think Lloyds has done anything wrong. Mrs F’s policy isn’t an *“all risks”* policy, instead it insures her for certain events. I don’t think there is evidence that shows Mrs F’s policy does cover her for these events that have been described. So, I don’t uphold this complaint, I’ll explain why.

I’ve first considered the claim considering the extreme weather described by Mrs F. When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Lloyds said *"Your home insurance does provide cover for one-off storm events and when we say storm we mean strong winds over 55mph, and/or hail or snow that's extreme enough to damage hard surfaces or break glass. Rain alone is not a storm. Please refer to page 11 of your policy booklet for further information"*.

I've checked the policy, and Lloyds' description above fairly represents the terms and conditions of the policy.

Our service has access to weather reports to validate storm conditions. I've used these to review the conditions at Mrs F's address at or near the time of the reported incident to determine whether Lloyds has been reasonable in its approach.

The highest wind speed recorded was 29mph on or around the date of the incident. Therefore, I'm satisfied that the policy definition for a storm event has not been met. Therefore, there is no need to consider the other questions. I think Lloyds were reasonable to reach this conclusion, and not allow the claim under the storm peril.

Mrs F thinks Lloyds should've accepted the claim under the landslip peril in the policy. She's told our service that she's had several people and experts tell her this. I appreciate she may have been advised landslip was the cause, but it very much depends on what the policy states as to whether she'd be covered.

Lloyds have said *"I've checked your policy and we do provide cover for landslip, but we won't pay claims for walls. However, we'll pay claims for these if the house, bungalow, flat or maisonette shown on your policy schedule is damaged at the same time by the same cause. This includes any damage to your buildings attached to the property. Please refer to page 12 of the policy booklet for more information"*.

I've reviewed the photographs of the damage and the wall is a front garden wall. It's not part of the main property. So, as the policy terms are clear, I think Lloyds has been fair in not covering the claim under the landslip peril. I think if the house had been damaged by landslip, I don't have any reason to believe Lloyds wouldn't have covered the damage.

For completeness, I've also reviewed what Lloyds has said about the historic nature of the "lean" on the wall. Lloyds have provided several photos which show there is a significant lean, I think it was inevitable at some point with the force been applied to this wall that it would've collapsed in some way. I think it's likely the wall just gave way under the additional force, or the bad weather experienced contributed and highlighted the underlying weakness to the wall.

Ultimately, it's the responsibility of property owners to maintain their assets. I think the pictures suggest the wall hasn't been maintained in recent years, otherwise, there would be repairs carried out to correct the lean on the wall. In summary, for the reasons I've set out, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Lloyds Bank General Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 2 July 2024.

Pete Averill
Ombudsman