

The complaint

Ms H complains that Advantage Insurance Company Limited (Advantage) declined her claim for a damaged wall and fence due to a storm, under her home buildings insurance policy.

What happened

Ms H contacted Advantage in January 2024 after a storm had caused damage to a retaining wall and fence. She says it took some time to register her claim. Eventually she was told the damaged wall was covered but not the wooden fence.

Ms H says the damage was reviewed and she received confirmation in early March 2024 that her claim had been declined. This was because the fence was attached to the wall contributing to its collapse. Ms H says the fence has been in place for over 25 years. And that her house and garden is well maintained. She also says she wasn't provided with the policy booklet and couldn't access the online version.

In its final complaint response Advantage says its policy doesn't cover losses resulting from defective design. It says its surveyor had inspected the damage and found the fence attached to the garden wall in way that caused it to collapse over time. If it hadn't been fixed in this way the surveyor says the wall will not have been damaged during the storm.

Ms H didn't think she'd been treated fairly and referred the matter to our service. Our investigator didn't uphold her complaint. She says the expert opinion from Advantage's surveyor was persuasive. She didn't think it was unreasonable for Advantage to decline the claim for the reasons it had given. She says Ms H policy booklet from the previous policy year contained the same exclusion Advantage relied on to decline the claim. She thought Advantage had made it clear Ms H should read the full terms of her policy for the current policy year. This information was available online and had been clearly signposted.

Ms H didn't accept our investigator's findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

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'm not upholding Ms H's complaint. I'm sorry to disappoint her but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline the claim.

Ms H's policy terms define a storm as:

"A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale)"

Advantage has shown windspeeds in Ms H's locality of 61mph on the date of her loss. There's no dispute from the business that storm force winds were experienced. So, I'm satisfied the answer to question one is yes.

Damage to walls and fencing is something typically associated with high winds experienced during a storm. So, the answer to question two is also yes.

The final question I need to be satisfied with is that the storm conditions were the main cause of the damage. To understand if this was the case I've read the surveyor's report provided by Advantage. The surveyor says that the design of the wall/fence is *"particularly poor"*. The explanation given is that the fence is fixed directly to the wall rather than being sunk into the ground. This causes a *"sail effect"* and the force created by the wind is directed into the wall. The surveyor concluded the wall would be undamaged if it wasn't for the fence panel sail effect acting on it.

Advantage has supplied information, available online, showing how a fence should be attached to a wall. This describes the impact wind can have on a structure. More specifically that damage can be caused where a fence is attached to a wall incorrectly. This supports the explanation for the damage provided by the surveyor.

In its decline letter from February 2024 Advantage says that the weather highlighted a defect with the design of Ms H's wall. It says the wall will have failed at some point regardless of the conditions.

Ms H's policy terms say that losses aren't covered, *"Arising from the use of defective materials, defective design or faulty workmanship."*

The photos I've seen of the collapsed wall support the surveyor's findings. More specifically that the fence was attached to the wall and not sunk into the ground. I'm not an expert in this field so I must rely on the opinion of those who are. Advantage's surveyor is clear that the wall wouldn't be damaged had it not been for how the fence was attached. This is further supported by the additional information it supplied.

Based on this evidence I don't think the storm was the underlying, or main cause of the walls collapse. This occurred due to the force applied to the wall through the incorrectly attached fence. This has likely happened over time. For these reasons the answer to question three is no.

I've thought about Ms H's comments that she wasn't provided with the full terms of her policy. However, she did receive the 2022 policy booklet. This sets out the exclusion Advantage relied on to decline her claim. The documentation she received at renewal in 2023 informed Ms H that she should read the policy booklet along with the other information. It explains where this information can be obtained online. I managed to access this information from the web information provided. I note what Ms H says about not being able

to access the policy terms online. However, if this was the case I'd expect her to contact Advantage at an early juncture to obtain this information. I can't see that she did this.

I note Ms H wasn't satisfied with the time she spent on the phone making her claim. But I haven't seen information to show Advantage handled the matter poorly. It arranged for an inspection of the damage of her home in a reasonable timeframe and communicated its declined decision shortly afterwards.

Having considered all of this I don't think Advantage treated Ms H unfairly when it relied on its policy terms to decline her claim. I'm sorry she was upset by her experience, but I can't reasonably ask Advantage to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 14 August 2024.

Mike Waldron
Ombudsman