

The complaint

Mrs H complains that HDI Global Specialty SE (“HDI”) unfairly declined a claim for damage to a garden wall caused by a storm, under her home buildings insurance policy.

What happened

In January 2024 Mrs H’s boundary wall in her front garden partially collapsed during a storm. She contacted HDI to make a claim. It sent a surveyor to inspect the damage in early March. HDI subsequently declined the claim. Mrs H says it told her that gradual movement of a fence behind the wall had caused it to collapse. It said this wasn’t covered by her policy. Mrs H didn’t agree and submitted a complaint.

In its final complaint response HDI says the wall in question has slowly been pushed over by the movement of the timber fence and concrete post directly behind it. It says its policy doesn’t provide cover for wear and tear or gradual causes. HDI says the damage didn’t result from a one-off insurable event so it can’t cover Mrs H’s loss.

Mrs H didn’t think HDI had treated her fairly and she referred the matter to our service. Our investigator didn’t uphold her complaint. He thought the surveyor’s findings were persuasive when considered alongside photos of the damaged wall, and historic images taken from online street views. Our investigator thought Mrs H should reasonably have been aware of the gradual damage. He didn’t think its decline decision was unfair.

Mrs H didn’t agree with 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 Mrs H’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

Mrs H’s claim was for storm damage. There are three questions we take into consideration when determining whether a storm was the cause of the damage claimed. 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 answer to the above questions is no then an insurer can generally, reasonably decline the claim.

HDI doesn't dispute that there were storm conditions at the time of Mrs H's loss. And from the weather records it provided, winds that met its storm definition were experienced. So, the answer to question one is yes.

A garden wall being blown over is typical of something caused by a storm. So, the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage. To understand more about this, I've read the report provided by HDI's surveyor. The report says:

"Wall has slowly been pushed over by the movement of the timber fence and concrete post wall directly behind [sic] wall, as can be seen by lean of part of neighbours wall which is attached to the insureds."

The surveyor's photos show where the end pillar has collapsed leaving just the bottom three or four courses of brick. The concrete post and its base abut directly onto the wall. The remaining section of wall can be seen leaning towards the roadway. The wall is connected to the neighbour's wall. Where it connects - the neighbour's wall is also visibly leaning. It straightens up around four or five bricks past the boundary with Mrs H's wall. The remainder of the neighbour's wall is unaffected.

I've looked carefully at the online street view images showing Mrs H's wall. The pillar that collapsed during the storm is visibly leaning towards the road. This is visible in images dating back to 2015. It's less obvious from these images, but the wall also appears to be leaning outwards in some areas.

Based on this evidence I think what HDI's surveyor says is reasonable. The fence and concrete posts have gradually been pushing on the wall over time. A fence can behave like a sail when acted on by the wind. This in turn applies force to whatever it's in contact with. I think HDI's view is persuasive that this is what happened here over time. This is the underlying reason for the wall's collapse, not the storm. There's no doubt that the strong winds in January 2024 instigated the collapse. But a well-built wall in good condition should be able to withstand these winds. This means the answer to question three is no. And HDI can reasonably decline Mrs H's claim.

I acknowledge what Mrs H says about being unaware of the ongoing damage. But as discussed I think this is reasonably observable in the street view photos. Mrs H's policy doesn't provide cover for wear and tear or gradual causes. This means there is no cover for her damaged wall. I'm sorry Mrs H has had to pay for her wall to be rebuilt. But based on this evidence I don't think HDI acted unfairly when it relied on its policy terms and conditions to decline her claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

In her submissions to our service Mrs H refers to the time HDI took to arrange an inspection of the damaged wall. She describes how she was worried in case the remaining section of wall collapsed and hurt someone. I'm sorry Mrs H was worried. But she didn't include this issue in her complaint to HDI. She must first do so before our service can become involved. This means I can't consider these concerns in my decision here. But I will say that given the historic images that are available, I'm not persuaded that a delay in inspecting the damage impacted on the decline decision.

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 Mrs H to accept or reject my decision before 10 January 2025.

Mike Waldron
Ombudsman