

The complaint

W, a limited company which manages a property, has complained about the property's insurer Hadron UK Insurance Company Limited. Hadron declined a claim W made for a boundary wall damaged by a tree falling on it during a storm.

W has been represented in this complaint by one of its directors, Mr D and, at times, its broker. For ease of reading I've mainly referred to only Mr D during the remainder of this decision.

What happened

There was a storm in early 2024. A tree from a neighbouring property fell on a boundary wall belonging to W's property. The wall needed repair and a claim was made to Hadron.

Hadron said the proximate cause of the damage to the wall was the storm. It noted that under cover for storm damage, walls are excluded. It considered whether this claim might fall for cover under the accidental damage extension of the policy – but felt it would be excluded there too. Regarding that latter cover Hadron said any losses excluded elsewhere in the policy, such as under the cover for storm, were excluded. It also noted damage caused by wind was excluded under the extended cover. Hadron noted there was no cover on the policy for damage caused by impact from falling trees.

Mr D had received advice from a loss assessor. The loss assessor said it shouldn't matter why the tree had fallen – unexpected and sudden damage had been caused which W was reasonably covered for. Mr D complained to the Financial Ombudsman Service.

Our Investigator, considering the cover available, felt Hadron had made a fair and reasonable decision. So she did not uphold the complaint.

Mr D said that neither the storm, nor any wind had damaged the wall – so there was no reason for the damage to be excluded under the extended cover. He reiterated the view that the fact the tree fell during a storm was irrelevant. He said it couldn't have been foreseen that a neighbouring tree would fall causing damage to a perfectly maintained wall.

The complaint was referred for an Ombudsman's decision.

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 I'm of the same view as our Investigator. I've considered what happened here, what the policy offers cover for and what damage it seeks to exclude.

Taking all of that into account, I'm satisfied that Hadron's decline was fair and reasonable. I've explained why below.

Mr D, and the loss assessor which offered their view, said why the tree had fallen was irrelevant. But I have to disagree. How and why the tree fell goes exactly to the heart of the circumstances under which the wall was damaged. And only if the wall was damaged in a way covered by the policy, which was not excluded, would Hadron reasonably have liability for the claim.

The policy offers cover for damage caused by certain perils or events. And, if damage occurs which does not reasonably fall for cover under one of those perils, there is the extended cover for 'accidental damage'.

There is no doubt the wall was damaged because it suffered an impact. An impact from a falling tree. But there is no cover for that specific cause of damage on the policy.

There is cover for damage caused by a storm. And there is no doubt that a storm occurred at the time the tree fell and damaged the wall. Walls can typically be damaged by storms and I think it's fair to say that most people, regardless of on whose land a tree might be situated, would foresee that, during a storm, a tree might fall and cause damage. Here, damage by impact from a storm affected tree does seem to have been the main cause of damage. So I don't think it was unreasonable for Hadron to conclude the wall was damaged by the storm.

I agree that the wall was not directly damaged by the storm, or any wind. But insurance relies on what is the proximate cause of damage. Here, in essence, 'but for' the storm which occurred, damaging the tree, would the wall have been damaged? I'm satisfied the reasonable answer to that is 'no'. So it was reasonable in my view for Hadron to conclude that the wall was damaged by the storm.

However, the cover for storm on the policy includes an exclusion for damage caused to walls. I'm satisfied it was reasonable for Hadron to rely on that exclusion to defeat the claim.

I know Hadron considered whether the accidental damage cover might apply. And I can see that Mr D thinks it does. However, the accidental damage cover is subject to exclusions. Including one for anything reasonably excluded elsewhere in the policy, such as under the storm cover. Also excluded is damage caused by wind. I appreciate, as I've said, the wall itself was not directly damaged by the storm or wind – but I am satisfied, as I said, that 'but for' the storm, the wall would not have been damaged. Therefore, it's fair and reasonable in my view, for Hadron to have relied on the exclusion under the accidental damage cover to defeat liability for the claim.

My final decision

I don't uphold this complaint. I don't make any award against Hadron UK Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask W to accept or reject my decision before 12 February 2025.

Fiona Robinson
Ombudsman