

The complaint

Mr and Mrs G complains that Liverpool Victoria Insurance Company Ltd ('LV') unfairly declined a claim for storm damage under their home insurance.

Both Mr and Mrs G are named policyholders on their LV policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr G, I'll refer mainly to Mr G from here onward.

What happened

Mr G had a home insurance policy with LV. In January 2024, part of his garden wall came down during Storm Isha. He reported the damage to LV and made a claim on the insurance.

LV appointed its surveyor to inspect the wall. The surveyor concluded:

"The main cause of the collapse of the wall is because of the trellis being fitted to the top of the wall and the amount of ivy growing over the trellis. Due to the wall only being a half brick thick the wall has been unable to cope with the winds blowing against the added weight of the trellis and ivy. Gradually through time the wall has been unable to cope causing the collapse."

LV declined the claim.

Mr G was unhappy with this and brought his complaint to this service. He wants LV to settle his claim and compensate him for the distress and inconvenience its decision has caused.

Our investigator didn't recommend that the complaint should be upheld. He thought LV's report showed the storm wasn't the main cause of damage and its decision to decline the claim was reasonable. He also thought LV's offer of £100 to apologise for delays and poor service was fair.

Mr G disagreed with our investigator, so the complaint was passed to me.

My provisional decision

I issued a provisional decision on this complaint on 15 December 2024. I said:

"The policy schedule shows Mr G is covered for damage caused by a storm. It excludes storm damage to "gates or fences" but doesn't explicitly exclude damage to garden walls – which I'd expect to see if it wasn't covered – and LV hasn't argued this point."

The policy doesn't define "storm", however Met Office information for the 2023/24 storm season shows Storm Isha hit the UK on 21 and 22 January. This storm was typified by extremely strong winds, particularly in Mr G's part of the country.

As our investigator explained, when we look at complaints about storm damage we ask three questions. LV adopts broadly the same approach.

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim is unlikely to succeed.

LV broadly accepts the first two points but for the avoidance of doubt:

- *Data from the closest weather station to Mr G’s home shows winds reaching 74mph on 21 January. The Beaufort Scale classes 74mph winds as a hurricane. I’m satisfied this would meet any policy definition of storm.*
- *I think it’s reasonable to think hurricane-force winds might cause a garden wall to collapse. So I’m satisfied the damage is consistent with storm damage.*

The key question is whether the storm was the main cause of damage. LV’s surveyor says it wasn’t. He said the combined weight of the trellis and ivy left the wall unable to cope with the high winds. Mr G disagrees. He says:

- *The storm brought the wall down in three sections.*
- *The section of wall that initially collapsed had very little ivy growing on it, so this can’t have been a contributing factor.*
- *This initial collapse brought down the other two sections.*
- *The surveyor’s report doesn’t mention the condition of the wall.*
- *Other walls in his neighbourhood were blown down in the storm, including those without trellises.*
- *There’s no exclusion in his policy for walls with trellises.*

I think these points are persuasive and supported by the evidence.

The report includes 14 photos of the wall. I agree with Mr G that photos of the collapsed part of the wall show it had very little ivy growing on it. Conversely, three photos show another part of the wall almost completely covered in ivy, yet this part of the wall remained standing. That seems to contradict the surveyor’s conclusion that the weight of the ivy and trellis was the main reason the wall collapsed.

I also agree with Mr G that the report doesn’t mention the underlying condition of the wall – other than mention its width – or explain why it might be susceptible to collapse. It doesn’t offer any assessment to show the trellis was too heavy for the wall. The surveyor said the wall wasn’t able to cope with this “gradually through time”. If that was true, I’d expect him to have seen evidence of gradual decay, but this isn’t mentioned in his report and not apparent in his photos. Also, if the wall’s design meant it couldn’t cope with the weight of the trellis and ivy in high winds, I might have expected the whole wall to collapse.

Finally, local news reports show Storm Isha caused major damage where Mr G lives. The storm blew down many large trees and caused significant structural damage to buildings and walls. Photos in LV’s report show at least three small trees in his neighbour’s garden blown down or snapped by the storm. I think it’s much more likely the storm also blew down Mr G’s wall.

For these reasons, I’m satisfied that the storm was the main cause of damage to the wall. I think it was unreasonable and unfair for LV to decline Mr G’s claim. I think it should settle the claim in line with the remaining policy terms.

Finally, LV’s surveyor didn’t inspect the damage until 21 February, a month after the storm.

Mr G told us LV's decision to decline the claim left the wall unsafe and a large section of his garden unusable. He was also worried for the safety of his neighbours' children. It's clear that LV's decision to decline the claim caused Mr and Mrs G some inconvenience.

LV has offered Mr and Mrs G £100 to apologise for the delay assessing his claim. I think it should increase this to £250 to reflect the inconvenience its handling of the claim caused them."

Responses to my provisional decision

Both parties accepted my provisional decision. Neither party had any other comments for me to consider.

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.

As both parties accepted my provisional decision and had no further comments, I uphold the complaint for the same reasons set out in my provisional decision.

My final decision

My final decision is that I uphold the complaint and order Liverpool Victoria Insurance Company Limited to:

- Settle Mr and Mrs G's claim in line with the remaining policy terms.
- Pay Mr and Mrs G £250 to reflect the inconvenience its decision to decline the claim caused them. LV can deduct £100 from this award if it has already paid this.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 3 February 2025.

Simon Begley
Ombudsman