

The complaint

Mrs F complains in her capacity as the sole director of limited company “A”, about Travelers Insurance Company Limited (“Travelers”) and its decision to decline a claim for the partial collapse of a rear boundary wall.

Any reference to Travelers in this decision includes its appointed agents and representatives. Mrs F has communicated with this service on behalf of A, so for ease I’ll refer to Mrs F throughout.

What happened

In January 2024, Mrs F made a claim under a Property Owner’s Policy underwritten by Travelers, when part of the rear boundary wall of the insured property – a grade II listed block of flats – collapsed. This caused damage to a neighbour’s shed and to items in the garden.

Travelers sent a loss adjuster to inspect the damage and assess the claim. Although Mrs F had said the wall had fallen due to a storm, the claim was declined on the basis that the damage hadn’t been caused by the storm. The loss adjuster concluded that it had fallen due to its condition and an inherent flaw in its design.

Mrs F didn’t agree with Travelers’ decision, so she complained. She said it was unfair to hold the design of the wall to modern day standards, as it had been built in the 1700s when those standards wouldn’t have applied.

In its response to the complaint, Travelers said the wall wouldn’t have fallen if it had been properly maintained. And that this meant the claim was specifically excluded as the policy didn’t cover damage caused by or consisting of an inherent defect, gradual deterioration, wear and tear or defective design or materials. Mrs F didn’t accept Travelers’ response, so she referred the complaint to this service. Travelers later offered to cover the damage to the shed, but maintained its decision not to cover the damage to the wall itself.

Our Investigator considered the complaint, and recommended Travelers settle the claim in full. She said Travelers hadn’t provided enough evidence to show the storm wasn’t the main cause of the damage. Travelers disagreed, and asked for an Ombudsman’s decision, so the complaint has now come 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.

As this is an informal service I’m not going to respond here to every point or piece of evidence that Mrs F and Travelers have provided. Instead, I’ve focused on those I consider to be key or central to the issue in dispute. But I would like to reassure both parties that I’ve considered everything submitted. And having done so, I’m upholding this complaint. I’ll explain why.

When our service looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur 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 or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'. So I've considered the questions in turn.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the time the damage was reported to have occurred in the vicinity of the insured property. And I'm persuaded that there was a storm around that time. Travelers has also not disputed that there were strong winds around the time the damage occurred.

Do I agree that the damage claimed for is consistent with damage that a storm typically causes?

Having considered all the evidence, I'm satisfied that the damage claimed for is consistent with damage a storm would usually cause. High winds of the force that were present at the time could cause parts of a wall to collapse and associated damage to objects and structures nearby, such as the garden items and the shed.

Travelers has said that the damage in this case was not caused predominantly by the weather – but rather, the weather highlighted the existing defects and gradual deterioration the wall. So I've considered this further below.

Do I agree that the storm conditions were the main cause of the damage?

As I've mentioned, Travelers didn't think the storm was the main cause of the damage. Its loss adjuster noted:

"It is considered that the damages evident to the boundary wall... occurred over a significant period of time. This can be evidenced by the extent of weathering to the brick faces and mortar joints at high level and the appeared leaning of the wall.

The deterioration of the wall is due to a number of factors. However, in the main, the leaning and weathering to the brick faces and mortar joints of the wall is of a historic nature.

It is advised the damage is resultant of a potential storm. Whilst I cannot rule out that any storm conditions may have contributed to the failing of the wall, it is not the main factor, noting the pre-existing condition."

The loss adjuster's notes further state that if the high winds were the proximate cause of the damage, it would be reasonable to expect further sections of the wall to have collapsed. However, I'm not persuaded by the loss adjuster's opinion, for the following reasons:

- I don't accept Travelers' argument that more sections of the wall would've collapsed if the storm was the predominant cause. The entire wall had stood for well over 200

years and would've endured several storms, so I'm not persuaded it was defective. The loss adjuster refers in his report to vegetative growth he's noted close to the sections of the wall which collapsed, but doesn't explain how the vegetation compromised the structural integrity of the wall. And indeed there's no evidence of this being the case. The presence of vegetation alone, alongside sections of the wall, doesn't persuade me that the wall deteriorated gradually.

- Travelers says the lack of expansion joints or weep holes indicates that the design of the wall was defective. But there's no evidence that these features would've been required at the time the wall was built in the 1700s and I don't consider it reasonable to apply current building standards to a structure that was built substantially before those standards became applicable.
- Travelers refers to another decision by an Ombudsman at this service in which a 50% settlement was thought to be a fair resolution to a similar complaint. But each complaint is considered on its own merits and the circumstances of one complaint and the evidence provided are unlikely to be exactly the same as another. In addition, Travelers has not suggested or offered to pay 50% of the claim in this case. And I don't consider the evidence in this case supports its refusal to deal with the claim for the wall, because it hasn't demonstrated that the exclusion it's relied on applies. So it wouldn't be fair for me to require it to pay only half the claim.
- I don't dispute that the wall had signs of ageing. I've seen the photos which indicate some weathering over time, which I don't consider unusual for a wall of this age. But I don't consider the weathering to have compromised the structural integrity of the wall as I haven't been provided with evidence of this. The use of lime mortar to construct the wall is in fact an indication that it would've been more flexible, as lime mortar is known to be vapour permeable and so would've allowed the joints and the structure as a whole to "breathe".

Overall, and for the reasons I've explained, I don't consider Travelers has sufficiently demonstrated that the exclusion pertaining to wear and tear, gradual deterioration or an inherent defect can fairly apply in this case, based on the evidence I've been provided with.

This means I don't consider it to have shown that the storm wasn't the main cause of the damage. It follows therefore that I'll require Travelers to settle the claim in full, subject to the remaining terms of the policy.

Putting things right

Travelers Insurance Company Limited should deal with all aspects of the original claim and settle it in line with the remaining policy terms.

My final decision

I uphold this complaint and I direct Travelers Insurance Company Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision on A's behalf before 13 March 2025.

Ifrah Malik
Ombudsman