

The complaint

Mrs T and Mr T are unhappy with the decision by Wakam following a claim for storm damage on their home insurance policy.

Mrs T and Mr T are both parties to this complaint. Mr T has primarily dealt with this service. For ease of reference I have referred to Mr T throughout this decision.

Wakam is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Wakam has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Wakam includes the actions of any third party instructed by Wakam during the course of Mr T's claim.

What happened

Mr T held a home insurance policy with Wakam which included cover for storm damage. The policy terms and conditions explained:

A storm is a period of violent weather defined as:

- Gale force 10 or above (as defined under Beaufort Scale); or*
- Torrential rain falling at rate of at least 25mm per hour;*

General Exclusions

10. Faulty Workmanship Exclusion

We will not pay for:

Any loss or damage arising from faulty design, specification, workmanship or materials.

11. Wear and Tear Exclusion

We will not pay for

:

Any loss or damage caused by wear and tear or any other gradual operating cause

Mr T has explained that in January 2023 following a storm, the boundary wall in his garden collapsed. Mr T contacted Wakam to make a claim under his policy. Wakam arranged for a surveyor to inspect the damage, and determine whether an insured event had occurred. The surveyor inspected the collapsed wall and shared findings with Wakam.

Wakam told Mr T that his claim wouldn't be covered. Mr T was unhappy about this and complained about Wakam's decision to decline his claim. Wakam referred to the claim to its internal loss adjuster (LA) who reviewed the claim. The LA said that:

- *'Had the wall been shorter and or thicker, e.g constructed correctly, a collapse would have been more preventable'*
- *'... had the wall not have been in such a poor condition from the growth and vegetation (growing within the cracks and mortar), the mortar would have been strong enough to hold the wall together'.*
- *'Though some parts of the wall do seem to be in better condition than others, those that are significantly poorer would have pulled the weight of the remaining wall down with it - especially with the added vines/growth vegetation up the wall which will have further weakened it, as can be evidenced in the images provided'.*

Wakam responding to Mr T's complaint saying that there wasn't enough evidence to support that there were stormy conditions at the date of loss explained by Mr T. Wakam also said it had considered Mr T's claim under the accidental damage part of Mr T's policy, but said that the damage was more likely caused by wear and tear and faulty workmanship, and so wouldn't be covered.

Mr T was unhappy with Wakam's response, and so referred his complaint to this Service. The Investigator found that Wakam had acted fairly in declining Mr T's claim as there wasn't enough evidence to support storm conditions being the main cause of damage. Mr T strongly disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

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

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

Mr T says the date of loss was 19 January 2024. On this date the peak wind gust was 31mph, with a max hourly rainfall of 2mm.

Wakam's investigation of Mr T's claim found that there was no evidence of the weather meeting storm conditions. It was accepted that there were high winds impacting the location that Mr T's property is in. This isn't the crux of dispute for either party. I've gone on to consider whether the damage is consistent with storm damage.

2. Is the damage consistent with storm damage?

The primary point of dispute, and Wakam's reasons for declining the claim under the accidental damage part of Mr T's policy, is whether the storm was the main cause of damage. So I've focused my findings on this point.

3. Were the storm conditions the main cause of damage?

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether Wakam has acted fairly and reasonably when reaching a decision on Mr T's claim.

The surveyor who completed a site visit referred to the exclusions for wear and tear and faulty workmanship, as the reason for saying the claims terms hadn't been met. I've seen that following Mr T's rejection of the surveyor's findings, Wakam instructed another expert to provide an opinion on the claim- the loss adjuster (LA).

The LA considered the surveyor's report, and accompanying images showing the condition of the wall. The images included photos showing the remaining boundary wall that had stayed intact, and the section of the boundary wall that had collapsed. There were also images showing vine and other vegetation evident in the cracks between the bricks, and across large sections of the wall.

Mr T says the wall was in good condition, not in need of repair, and the method of construction was normal practice for the time the wall was built. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I don't doubt the trouble and stress caused to Mr T in discovering that the boundary wall in his garden had partially toppled over into his neighbour's garden. I recognise the shock and upset this must've caused. But for me to say Wakam needs to do something to put things right, I'd need to be persuaded that Wakam's reliance on the policy exclusion is unfair, or wrong. But having considered the evidence, I'm not persuaded it is.

I say this because the images show evidence of vine growth and vegetation across large sections of the wall. This is growing within the cracks and mortar. The LA has commented on how this would've weakened the mortar over time. I haven't seen any evidence to contradict or discredit the LA's findings on this point. I think it's more likely than not that this would've happened over time, as opposed to a one-off event such as stormy conditions.

The surveyor also commented on the structure of the wall, specifically its height, in saying that *'the wall far exceeded the height which would be considered stable and as such any failure of the mortar bonds would result in the collapse of the wall.'* I've considered Mr T's comments on the height of the wall being in keeping with normal practice at the time. And I accept rules and regulations surrounding the construction of property can change.

But I think it's important to consider the evidence overall in determining whether Wakam's decision on Mr T's claim is fair and reasonable. And having considered the exclusion for wear and tear, and faulty workmanship, alongside the findings of the experts instructed on the claim, I'm persuaded Wakam's decision to decline Mr T's claim is fair.

In particular, the LA's findings in respect of the condition of the wall (albeit not impacting the whole wall but large sections of it), suggests that the vine and vegetation growing in the cracks and mortar happened over time, and this would've been gradual. This in turn has impacted the condition of the mortar, which both the surveyor and LA has commented on as being weak. On balance I'm persuaded this evidence, together with the surveyor's concerns about the size of the wall, supports Wakam's reliance on the policy exclusions, and decision to decline the claim.

On balance, the evidence I've seen is more consistent with existing damage being highlighted in January 2023, as opposed to storm conditions being the main cause of it. Based on the expert opinions provided on Mr T's claim, I can't say that Wakam had acted unfairly or unreasonably in relying on this evidence and declining Mr T's claim.

I appreciate that this will come as a great disappointment to Mr T. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. Because of this, I won't be asking Wakam to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs T and Mr T to accept or reject my decision before 13 May 2025.

Neeta Karelia
Ombudsman