

The complaint

Ms N and Ms N complained that AXA Insurance UK Plc (“AXA”) unfairly declined a claim for storm damage to a garden wall, under their home buildings insurance policy.

I’ll refer to the Ms N who is acting as the lead complainant in my decision for ease.

What happened

The brick wall that formed the boundary at the rear of Ms N’s back garden collapsed. She said she contacted AXA on 26 September 2024, but it wouldn’t file her claim as she was unaware of how the damage occurred. Ms N said she was told to obtain clarification and let AXA know.

Ms N logged a claim with AXA in October 2024. After she obtained the opinion of a builder who advised a storm had caused the damage. A surveyor was arranged to inspect the damage. Ms N said he spent around five minutes looking at the wall and took some photos. AXA then declined her claim. It told her the storm wasn’t the reason the wall collapsed. But that this was due to its age and that a fence panel was attached to the top.

Ms N didn’t think AXA had a valid reason to decline her claim and showed it what her builder had said. But it didn’t change its decision, so she complained.

In its final complaint response AXA referred to its surveyor’s findings that the wall was over thirty years old and had become unstable over time. It said its surveyor had identified the fencing that was fitted to the wall contributed to its collapse due to a ‘sail effect’.

Ms N disagreed with AXA’s decision and referred the matter to our service. Our investigator didn’t uphold her complaint. He thought AXA’s surveyor’s findings were persuasive that a storm had highlighted an existing defect with the wall, which had become unstable overtime. He said the underlying cause of the damage wasn’t a storm. And so, he didn’t think AXA had treated Ms N unfairly when declining her claim.

Ms N didn’t accept 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 Ms N’s complaint. I’m sorry to disappoint her but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These questions 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.

I've looked at data from the closest weather station to Ms N's home, which is nine miles away, on 26 September 2024. Maximum wind gusts were recorded at 33mph on this date. I've checked the data in the days before and after this date, but this is the highest wind speed recorded.

Ms N's policy defines a storm as a period of violent weather that includes wind speeds of at least 47mph. Based on the data I've seen the conditions don't meet the policy definition of a storm. However, AXA has provided weather data that shows wind gusts up to 49mph were experienced on 26 September 2024. The business doesn't dispute storm conditions were experienced. So, I can accept the answer to question one is 'yes' and move on.

A garden wall blown over by strong winds is consistent with damage a storm typically causes, so the answer to question two is also yes.

The final question I need to be satisfied with is that a storm was the underlying cause of the damage. I've read AXA's surveyor's report to understand more about this. I've copied the relevant excerpts below:

"Large section of the rear boundary wall has collapsed. The wall is a half brick thick wall with three supporting piers along the length to which a fence has been attached along the top with timber posts fixed to the rear of the wall. The wall is over thirty years old. The wall has become unstable over time. The fitted fencing would have been a contributory factor as it would have lifted the centre of gravity of the wall causing sail effect."

I've also seen an email Ms N obtained from the builder she approached to confirm the cause of the damage and to provide a quote for the repairs. The builder said:

"I believe the wall was in a good state before the storm, as the mortar between the brickwork looks sound."

In the report from the surveyor AXA appointed he points out that the wall was made of a single "skim" with some supporting piers. In a letter to Ms N it said that a double "skimmed" wall with supporting pillars, and no attached fence panel, would have withstood the strong winds. My understanding is that the surveyor was referring to a double 'skinned' wall, meaning two parallel courses of brick in its construction. In the letter the surveying company said the single thickness wall wasn't able to withstand the sail effect of the large fence panels. It also mentioned mortar deterioration as a contributing factor for the collapse of the wall.

I note Ms N said the fence wasn't attached to the wall. But from close examination of the photos, I can see evidence of a bolt and a bracket that appear to have been used for this purpose.

I'm not an expert in this area so I must rely on the opinion of those who are. Having considered this carefully, I'm more persuaded by the surveyor's view that damage has occurred to Ms N's wall gradually over time. This created a weakness that was highlighted

by strong winds. But a storm wasn't the underlying reason for the wall collapsing. So, the answer to question three is 'no'. This means AXA can reasonably decline Ms N's claim.

I note the general exclusions section of Ms N's policy terms say cover isn't provided for gradual damage, which further supports AXA's position that there is no cover for Ms N's loss.

I've thought about Ms N's concern that there was a delay between reporting her loss and a surveyor being appointed to inspect. I can see the message she received from AXA on 26 September 2024. This said that the incident she'd reported hadn't been logged as a claim. From what Ms N has said she wasn't aware there had been a storm, and when she spoke to AXA she didn't know how the wall had collapsed. In her submissions to our service Ms N said she was asked to get someone to confirm how the damage had occurred. She contacted a builder to do this. From the records the claim was actioned in mid-October.

It's for the policyholder to show an insured loss has occurred. From what I've read Ms N wasn't able to show this when she first contacted AXA. She didn't know how the damage had occurred. It was only after she contacted a builder that she was told a storm had likely caused her wall to collapse. Once this was clarified AXA appointed a surveyor and dealt with the claim as expected. I can't see any significant delays in AXA's handling of the claim.

I'm sorry Ms N isn't covered for the repairs needed to her wall. I can understand that this must be very upsetting for her. But I don't think AXA treated her unfairly when it relied on its policy terms and declined her claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

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 Ms N and Ms N to accept or reject my decision before 16 July 2025.

Mike Waldron
Ombudsman