

The complaint

Mr A has complained that Highway Insurance Company Limited unfairly rejected a claim he made for storm damage under a home insurance policy he shares jointly with Mrs C.

What happened

In October 2024 Mr A made a claim for damage to a stone boundary wall which he said had collapsed during storm conditions. Mr A says a timber fence erected above the stone wall collapsed at the time. He understood his policy didn't have cover for the fence.

Highway accepted that storm conditions had occurred. But it rejected Mr A's claim for damage to the stone wall. Mr A was unhappy that Highway had made its decision without reviewing photos or instructing a Surveyor to attend. He provided photos of the damaged wall to Highway to reconsider its decision.

After reviewing the photos, Highway said the damage wasn't consistent with what a storm would cause and that storm wasn't the dominant cause of damage. It said the photos showed there were gaps in the stone wall required cementing to repoint the wall. It said the photos showed evidence of previous repair. So it rejected the claim. Highway said the damage was more likely to have been caused by poor workmanship, weathering and/or wear and tear. Damage caused in this way was excluded from cover under the policy.

Mr A asked us to look at his complaint. One of our Investigators didn't recommend the complaint should be upheld. She thought Highway had acted reasonably.

Mr A disagrees. He says he isn't claiming that storm conditions damaged the stone wall, but the fence collapsing on it caused the damage. Mr A says the timber fence was erected around six months before the storm in October 2024.

Mr A says it is for Highway to show it has fairly applied the exclusion of wear and tear and he believes it hasn't done this. So Mr A wants an ombudsman 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.

Highway has considered Mr A's claim under the insured peril of storm. If Mr A believes the fence – rather than storm conditions – caused the damage to the stone wall – then the insured peril Highway might have needed to consider for his claim under would be Accidental Damage (AD). This isn't the claim Mr A made to Highway – nor is it the complaint Mr A brought to us. When Mr A complained to this service, he said he believed the damage to the stone wall was caused by storm winds which he said had reached over 60 mph – and due to where he lives and the location of the wall, the wind would have a tunnelling and more severe effect.

So I've looked at what Highway's policy says about AD. Highway provides a definition of AD as; *"Unforeseen and unintentional damage caused by sudden and external means."*

Highway excludes AD cover to Buildings for;

"loss or damage caused by faulty design or workmanship or using faulty materials."

And;

“Loss or damage caused by storm or flood to gates, hedges or fences”

Mr A accepts that the fence above the stone wall isn't covered under his policy and says he isn't claiming for this. He is claiming for the stone boundary wall below the timber fence which he says is covered under his policy.

Under Highway's General Exceptions, it explains:

“This policy does not cover the following

1. Damage caused over time

Loss or damage arising from causes that happen gradually over time including deterioration, wear and tear, corrosion, rot or similar causes.”

So I've looked at whether Highway acted reasonably in applying the 'wear and tear' exclusion as this would apply to a claim under both insured perils of storm and AD.

We have a long standing approach to storm damage claim complaints. We ask three questions when considering storm damage complaints to decide if an insurer acted reasonably in rejecting a claim. These 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?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Highway provides a definition for the peril of storm under the policy. It says;

“Storm definition

a) Wind with gusts of at least 48 knots (55mph) and/or,

b) Heavy rainfall at a rate of at least 25mm per hour and/or,

c) Snow to a depth of at least one foot (30cms) in 24 hours and/or,

d) Hail that causes damage to hard surfaces or breaks glass.”

Highway accepts that storm conditions occurred. So the answer to the first question is yes.

Mr A provided photos of the boundary wall showing part of it with an erected timber fence above. The damaged stone wall is effectively rubble with the timber fence sitting on top of it.

Mr A said that approximately three quarters of the timber fence had collapsed as a result of the storm. One quarter remained intact.

Highway said that a recently erected timber fence should be expected not to fail, which then caused damage to the stone wall. Highway said a well maintained wall of stone construction would be expected to withstand high winds. On reviewing photos provided by Mr A, Highway commented that the wall is aged and parts have been repointed with cement. It noted that other parts of the wall had gaps where cement needed to be repointed. So it said the wall hadn't been maintained. This was the reason Highway gave for applying the wear and tear exclusion.

In response, Mr A says the photo he provided of the section of the wall that remained in place after the damage occurred explains some of the gaps seen. He says the fact there was repointing work to parts of the wall only suggests that the wall had been subject to maintenance.

But I think Highway has explained why and what evidence it has relied on when deciding to reject the claim using the wear and tear exclusion. And having done so, I find the answer to the second question is no.

This leads to the final question and my answer to this is also 'no' given the condition of the wall, and the way in which the damage occurred (the timber fence collapsing onto the stone wall which reduced it to rubble).

So I think Highway's decision to reject Mr A's claim was reasonable and in line with the policy. It relied on photos provided by Mr A of the wall to reach its decision.

I understand Mr A feels Highway didn't properly consider his claim and should have appointed a Surveyor to inspect the damage. Insurers don't have to appoint a third party in order to reach a decision on a claim. In this case, I think the photos clearly show the damage that occurred for Highway to reach a decision.

My final decision

I'm sorry to disappoint Mr A. For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs C to accept or reject my decision before 24 June 2025.

Geraldine Newbold
Ombudsman