The complaint

Mr S has complained about his home insurer Liverpool Victoria Insurance Company Limited because it declined his storm claim for a damaged garden wall.

What happened

During a named storm in December 2023, the wall in Mr S's garden fell into the neighbouring field. Mr S made a claim and LV sent a contractor to Mr S's home in January 2024. The contractor said the storm had been a factor in the wall falling down – but also that it was inadequate structurally, due to the number/placement of support pillars. LV declined the claim and Mr S complained, he said the contractor hadn't measured the wall correctly.

LV spoke to its contractor. The contractor said the storm was not the only reason the wall fell. It said its measurements had been correct. In a final response letter to Mr S, LV maintained its decline of his claim.

Mr S complained to the Financial Ombudsman Service. He maintained the measurement of the wall had been incorrect – meaning the contractor's view about the number/placement of pillars had been flawed. He pointed out the wall had stood for nearly 30 years.

Our Investigator asked LV for evidence of the wall's measurements. Other than its contractor's assurances that the correct measurements had been taken (and used) LV wasn't able to provide anything. Our Investigator said LV hadn't evidenced it had fairly declined the claim. So he said it should reconsider it. He said it should pay £150 compensation for upset caused to Mr S.

LV said it disagreed with the outcome regarding it reconsidering the claim. It confirmed it had declined the claim under the exclusion for faulty design, materials or workmanship, and maintained that was fair especially given it was now clear, given photos provided by Mr S, that this was a retaining wall. It asked its contractor for further comment and its contractor, having reviewed the photos, concluded it had not been fit for purpose (as a retaining wall).

Our Investigator was not persuaded to change his view. The complaint was referred for an Ombudsman's 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.

Having done so I find I agree with our Investigator. I've set out my findings below.

LV should be aware that this Service expects an insurer to deal with claims promptly – including setting out all of their reasons for decline, which are known or should reasonably be known to it – at one time. It's not generaly felt to be fair to add additional reasoning along the way. So I find it disappointing that LV has sought to do this here regarding its belated comments about the wall being 'retaining' – its contractor attended the property and viewed the wall but took no issue with that element of the wall's structure at that time, when declining the claim on LV's behalf initially. Nor did LV, upon review, when it issued its FRL on Mr S's complaint about the claim's decline.

LV's contractor assessed the fallen wall. It determined that it hadn't been built with the correct number/placement of pillars given its height and length – but it being retaining in nature was not mentioned or seemingly taken into account. The claim was declined on the basis the storm had not been the only factor which caused the wall to fall. And LV has confirmed that it declined the claim on the basis of the policy exclusion for "Faulty design, materials or workmanship".

I note the exclusion, and I'll come back to that in a moment. But first I'll note that LV is aware of this Service's approach to complaints about declined storm claims – in fact its contractor referenced, in its decline letter, the questions we ask. If any answer is 'no' then the complaint will likely fail.

The contractor said, 'yes' there was a storm. In fact the storm was quite significant with winds in excess of 60mph.

The contractor noted the second question is 'is the damage consistent with a storm?'. The contractor answered this with "the storm winds have been a factor on the collapse of the wall". The answer given here is not technically how this Service would consider that question – it being a general question of consistency rather than needing a direct answer about the specific instance of damage subject of the claim. But, I think, given the significant windspeeds in question here, structural damage of this nature is consistent with that caused by a storm. So the answer to this question is also "yes".

The third question should draw the assessor back to the specifics of the situation – was the storm the **dominant** cause of the damage? I've added some emphasis to that question which LV's contractor seems to have not fully understood, although I'm quite surprised that LV itself did not note the misunderstanding when it reviewed the decline.

The contractor had noted already that the storm was a factor in the wall having fallen. In answer to the third question "was it the dominant cause?", the contractor explained the wall, given its length and height, should have had more/more frequently placed support pillars. It said this meant the wall was "inadequate structurally". But the contractor did not go on its letter to explain that this inadequacy was why the wall had fallen. It didn't say that, regardless of the storm, the wall would always have fallen because of its structure. I also note that the contractor said to LV that the "correct" amount of pillars would have made the wall "more structurally sound". To me, "more" suggests there was some degree of structural adequacy – on the basis of this comment, I'm not persuaded the wall was actually likely "inadequate structurally". But, in any event, neither of these comments answer the specific question asked – they don't show the reasonable answer to it is "no".

Despite the lack of comment or evidence from the contractor, that the storm was not the dominant cause of the wall falling, LV went on to maintain the decline of the claim, and it's confirmed that was on the basis of the policy exclusion for "faulty design, materials or workmanship". But, in that respect, I note that LV and its contractor never answered Mr S's point that the wall had stood for nearly 30 years. Usually, if a structure has been installed with defects which mean it is inherently likely to fail – that failure will show itself relatively early in the life of the structure. That isn't the case here where this wall had stood without issue for nearly 30 years.

What LV has also not done, regarding the stated exclusion, is show what the design requirements, for a wall like this, were 30 years ago. LV conceded that it could not evidence the measurements taken by its contractor – which formed the basis for its conclusion the wall was inadequate structurally. It then, quite late into the complaint with our Service, clarified that building regulations for the area Mr S lives in say, regardless of length or height, there should be pillars every 3M (its contractor, based on unverified measurements, approximated pillars at every 3.5M). But I note it hasn't actually shown us those regulations. And nor has it even suggested, let alone evidenced, that those were the regulations in place, or the requirements expected of builders installing walls, at the time this wall was built. It's not fair to judge the design of something by regulations/expected requirements which were not in place, or have not been shown to have been in place, at the time the item was built.

Overall I'm not persuaded that LV has shown that the storm was not the dominant cause of the damage here. In the absence of persuasive evidence from it, and the fact the wall fell during the type of storm event which can cause this type of significant structural damage, I'm satisfied that the reasonable answer to our third storm question is 'yes'. And, in concluding that is reasonable, I'm particularly mindful that LV has not shown that its fairly relied on a policy exclusion to decline the claim i.e. that something other than the storm was the most likely cause for the wall having fallen.

I can see that LV's decline caused Mr S some frustration. He's had to dispute the decline and LV has conceded that it couldn't evidence the measurements its contractor took which were crucial to its decline and at the heart of Mr S's objection to its decision. I'm satisfied that £150 compensation is fairly and reasonably due.

Putting things right

I require LV to:

- Reconsider Mr S's claim in line with the remaining terms and conditions of the policy.

- Pay Mr S £150 compensation.

My final decision

I uphold this complaint. I require Liverpool Victoria Insurance Company Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 September 2025.
Fiona Robinson
Ombudsman