

The complaint

Ms J complains that Zurich Insurance Company Ltd declined a claim she made on her buildings insurance policy.

Reference to Zurich includes its agents and representatives.

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.

Our investigator thought Zurich acted fairly. I agree, and for the same reasons, so I don't think it's necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Ms J got in touch with Zurich after her garden wall came down during bad weather.
- The policy covers damage to the buildings caused by storm. That's defined, amongst other things, to mean windspeeds of at least 55mph.
- Zurich found windspeeds of 77mph had been recorded in the local area at the relevant time. So there's no doubt the storm definition was met. The key question is whether those storm strength winds were the main cause of the damage to the wall.
- Zurich didn't think they were. It said the mortar between the brickwork was eroded or missing and the wall was suffering from general deterioration, which would have significantly compromised its structural integrity. It noted this was the case with both the collapsed section, and the section that was still standing.
- Ms J disagreed. She thought other factors may have caused the wall to collapse, such as a nearby tree uprooting. But I haven't seen any evidence to support these possibilities, such as a professional opinion. She also mentioned the impact of the storm on other people and other areas, as well as online reviews about Zurich from other customers. But what's relevant in this case is her wall and the evidence about the cause of its partial collapse. So that's what I've focused on.
- I understand Ms J is concerned that Zurich's representative took photos of a different wall. But, from the photos she's provided, it's quite clearly the same wall. So I'm satisfied Zurich's evidence and commentary is based on the correct information.
- I consider the photos provided support Zurich's opinion about the likely cause of damage. They show deterioration consistent with longstanding, gradual wear and tear, to all of the wall – standing and collapsed. And I haven't seen any persuasive evidence to contradict Zurich's position or show another cause of damage is likely.
- Whilst the wall stood for a significant period of time prior to the damage, that doesn't mean it can't suffer wear and tear and later collapse for that reason. In my view it's

likely the strong winds highlighted and exposed the wear and tear – so the main cause of the damage was the wear and tear rather than the strong winds.

- For the reasons above, I'm not satisfied the storm was the main cause of the damage. So I'm satisfied Zurich was entitled to decline to cover the claim for storm.
- The policy also covers accidental damage, but not when caused by wear and tear or any other gradually operating cause. Given my findings above, I'm satisfied that means the damage wouldn't be covered as accidental damage either.
- Zurich's representative inspected the wall. I'm satisfied they made reasonable attempts to meet with Ms J at that time. And the enquiries they later made were reasonable and appropriate, as they related to the wider policy cover. Enquiries along these lines are common when claims are made. I consider Ms J was treated fairly when the claim was considered.
- Overall, I'm satisfied Zurich has acted in line with the policy terms, and fairly and reasonably overall.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms J to accept or reject my decision before 15 December 2025.

James Neville
Ombudsman