

The complaint

Ms A complained that U K Insurance Limited (“UKI”) unfairly declined her claim for a collapsed garden wall under her home buildings insurance policy.

Ms A is represented by her daughter, also Ms A. I’ll refer to the policyholder Ms A in my decision.

What happened

On 23 November 2024 a stone wall in Ms A’s garden that formed the boundary with a road collapsed. She called UKI to make a claim. But it said her policy didn’t apply to gradual damage so it declined her claim. Ms A didn’t think this was fair and complained.

In its final complaint response UKI said in order to consider the loss under an accidental damage cause, Ms A must show that the damage resulted from a single event detailed in her policy booklet. It said there was no apparent accidental damage to the wall. Additionally it said Ms A advised the wall had collapsed due to its age, and confirmed no physical impact had caused this to happen.

UKI explained that its policy excludes damage due to wear and tear and anything caused gradually. It said it was maintaining its decline decision in light of this.

Ms A didn’t accept UKI’s decision and referred her complaint to our service. She said heavy vehicles use the road next to the now collapsed wall, which could be the cause of the damage. She thought UKI had used her lack of experience in insurance and engineering matters to lead her to say the wall collapsed due to its age.

One of our investigator’s looked into the matter for Ms A but he didn’t uphold her complaint. He was satisfied from the information UKI provided that the most likely cause of the collapse was due to gradual deterioration over time. As this was not a cause covered by Ms A’s policy he didn’t think UKI treated her unfairly when declining her claim.

Ms A maintained that she’d been treated unfairly and asked for an ombudsman to consider her claim.

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 A’s complaint. I’m sorry to disappoint her. But I’ll explain why I think my decision is fair.

It’s for the policyholder to show that an insured loss has occurred. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy

exclusion not to. Ms A maintains that the wall collapsed suddenly and should be covered under an accidental damage cause. I've focused on that here.

UKI's claim records confirm that Ms A notified it of the collapsed retaining wall on 18 December 2024. The notes state that Ms A advised nothing had physically happened to it and that the collapse was due to its age.

I note Ms A's view that she was led into giving this information. So, I asked UKI if it could provide a copy of the call recording when the claim was first made, which it did. The call lasts just under 13 minutes. Ms A said she tried to claim online. But she was asked who was responsible for the damage. Ms A told UKI's agent that no-one was responsible so she could not complete the box online. The agent asked if anything happened to the wall to make it fall down. Ms A confirmed that nothing had happened to the wall. She said it was "*just an old wall*" and that it was, "*just time and age*".

Having listened carefully to the call in full I'm satisfied that Ms A wasn't led by UKI's agent. The agent tried to identify if there was an insured cause. But Ms A was very clear that the wall had collapsed due to its age.

I don't think it was unreasonable for UKI to rely on the information Ms A gave over the phone when describing her loss. She was clear that there was no apparent cause of the collapse, other than the age of the wall.

I've looked at the photos of the wall after the collapse. The wall is constructed of large stones. These have been moved to the side of the road so vehicles can pass. The wall retains a bank of earth with a large hedge growing behind and over the top of it. The remaining section of wall appears of some age.

In its submissions to our service UKI said that Ms A didn't report her loss until around a month after it happened. It said no photos were taken until after the road was cleared of the debris. It explained that this prejudiced its position as it wasn't able to establish a cause for the collapse. The business acknowledged that an impact from a vehicle could have resulted in the damage shown. But it thought this would have been heard by Ms A and/or her neighbours. Additionally, it said there was no evidence of any glass or other debris to indicate that this had happened.

UKI provided further comments from its expert field assessor. The assessor explained that walls such as this generally fail due to their age and a build-up of pressure behind. He referred to rainwater increasing the pressure behind the wall, as well as the effect of tree/hedge roots that undermine its structural integrity. The assessor points to the height of the hedges in the photos provided. He explained this can have a 'sail' effect placing additional pressure on the wall. The assessor thought the wall had likely failed due to wear and tear over time. He said this happened gradually. It wasn't a sudden, unexpected event that would benefit from cover under Ms A's policy.

Ms A's policy defines accidental damage as:

"Accidental damage is sudden and unintentional physical damage that happens unexpectedly"

And:

"This policy doesn't cover

...Wear and tear.. Maintenance...Any damage caused gradually.."

From what I've read I'm more persuaded by UKI's position. This is that Ms A's wall collapsed due to gradual causes over time. There is no evidence to support an accidental cause such as a vehicle colliding with the wall, or a tree falling on it. Rather it would appear that the age of the wall, the pressure applied by the area it was retaining, as well as the proximity of the hedge have combined to result in its collapse over time. I'm very sorry that Ms A is in a position where she will need to pay for the repairs herself. But I don't think she has shown that her loss resulted from an insured cause. This means there is no cover under her policy.

Having considered all of this I don't think UKI treated Ms A 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 A to accept or reject my decision before 16 March 2026.

Mike Waldron
Ombudsman