

The complaint

Mr D complains that Advantage Insurance Company Limited have declined his claim for storm damage to a boundary wall in his rear garden.

What happened

Mr D has household buildings and contents insurance with Advantage. In December 2024 he made a claim under his policy for storm damage to a boundary wall in his garden.

Advantage appointed loss adjustors to assess Mr D's claim. They attended Mr D's property on 14 December 2024 and prepared a report for Advantage. The report concluded that the damage to the wall was caused by wear and tear.

Advantage notified Mr D on 20 December 2024 that his claim was declined as his policy doesn't cover damage caused by wear and tear.

Mr D raised a complaint and as part of their further investigations Advantage asked him to provide proof that he owned the wall, which he hasn't provided.

His complaint wasn't upheld as Advantage maintained that the damage to the wall was a result of wear and tear and not storm damage. And they said it was reasonable to ask Mr D to provide proof that he owned the boundary wall as this evidence should have been requested at the outset of the claim.

Unhappy with Advantage's response Mr D complained to our service. Our investigator considered the case and while he was satisfied that there were storm conditions, as defined by Mr D's policy on 7 December 2024, he didn't think that the storm was the main cause of the damage to the wall.

Looking at the photographs contained in the loss adjustor's report he said the these showed the wall wasn't in a good state of repair. The mortar between the bricks had deteriorated and broken down in places, which is likely to have reduced the structural strength of the wall.

There was also deterioration of the brickwork and a breakdown of the topping to the wall. And in addition the metal fittings attached to the wall had decayed at ground level which our investigator felt was an indication of a wider lack of maintenance.

As our investigator was persuaded that the wall was showing signs of wear and tear and inadequate maintenance, he didn't think Advantage had acted unfairly in declining Mr D's claim.

Our investigator also said that it was reasonable for Advantage to request proof that Mr D owned the wall as part of the claims process, as they're only liable under the terms of the policy for damage to property Mr D owns.

In response to our investigator's opinion Mr D said he felt it was unfair for Advantage to decline his claim for wear and tear when they knew the age of his property. Our investigator didn't agree as he said the wear and tear exclusion applied to the condition of the wall, not

its age. And while the wall was old the issue here was the lack of upkeep and maintenance.

Mr D also said that he bought the property in August 2024 and before doing so he had a full survey carried out which didn't identify any problems with the wall. And he believes it was unfair for Advantage to insure his property, knowing its age, and then decline his claim on the basis of wear and tear.

We asked Mr D to provide a copy of his survey report which we've now received.

The case came to me and I issued my provisional decision on 10 October 2025. In it I said: -

I'm going to deal with the issue of ownership of the boundary wall first. While I accept that Advantage should have established ownership of the wall at the outset of the claim, I think it was reasonable for them to ask Mr D to provide such proof. They're only providing cover for property he owns, and he should have been provided with evidence of who was responsible for the property boundaries during his purchase.

Mr D's policy confirms that it provides cover for the structure of his home including "Walls, gates, fences, hedges and railings". But there's a general exclusion for "Anything that happens gradually over a period of time including damage and depreciation in value." The policy then provides a list of gradual causes which includes "Wear and tear" and "General lack of maintenance of your home."

So I'm satisfied the Mr D was on notice that issues caused by wear and tear and lack of maintenance weren't covered by his policy.

The policy provides cover for storm damage. It defines a storm as "A period of violent weather with wind speeds and gusts of at least 48 knots (55mph)."

Our service follows a three-point test when assessing storm damage claims and it's unlikely that we'll say a claim should have been accepted if the answer to any of the following questions is no.

1) Were there storm conditions?

Weather data for Mr D's area on 7 December 2024 shows that peak windspeeds of 60mph were recorded. So I'm satisfied that there were storm conditions as defined by his policy.

2) Is the damage claimed for typical of storm damage?

For windspeeds of this strength serious structural damage can occur. The photographs from the loss adjusters report show significant damage to the wall and parts of it have collapsed. I'm satisfied the damage claimed for is typical of storm conditions.

3) Is the storm the main cause of the damage?

In considering this I've looked at the condition of the wall at the time of the storm.

Looking at the photographs in the loss adjusters report they show an old wall which wasn't generally in a good state of repair and which appears to have been poorly maintained. Mortar between the bricks has deteriorated and broken down in places, the brickwork itself has deteriorated and the decorative trim on the top of the wall is broken in places, and in other places missing.

I'm satisfied that these issues would have reduced the structural strength and stability of the

wall, allowing ingress of wind and water.

There are also photographs which show metalwork attached to the wall which has weathered and decayed indicating a lack of maintenance.

But I also need to consider what Mr D's surveyors' report says about the wall in May 2024, six months before the storm.

The report deals with the garden walls in a short sentence which says, "The walls have some cracking and local repairs may be required." The report contains some photographs of the walls which aren't as detailed as those contained in the loss adjustor's report, but I'm satisfied that there's evidence of wear and tear and lack of maintenance shown in May 2024.

It follows that I don't accept Mr D's assertion that there was no damage to the wall before the storm. His surveyor, who doesn't appear to have carried out a detailed examination of the wall, identified cracking and that repairs might be required.

While Advantage will have known the age of Mr D's property from the details he provided when taking out his policy, the issue here is not the age of the wall but its general condition and the lack of maintenance.

I'm persuaded that the wall was showing signs of gradual wear and tear and inadequate maintenance, and that this rather than the storm was the main cause of the damage, so it was reasonable for Advantage to decline Mr D's claim.

Neither party have responded to my provisional decision by the deadline I provided.

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.

As neither party has responded to my provisional decision my opinion on the complaint hasn't changed.

My final decision

For the reasons set out above my final decision is that I don't uphold Mr D's complaint about Advantage Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 25 November 2025.

Patricia O'Leary
Ombudsman