

The complaint

Mr A complained that AXA Insurance UK Plc (“AXA”) unfairly declined his claim for storm damage to a retaining boundary wall, under his home buildings insurance policy.

What happened

Mr A said that in late 2023 a retaining boundary wall on his property began to fail. He said this is extremely dangerous and meant he and his family are unable to use their driveway. Mr A explained that the wall is around 150 years old. He said the wall collapsed as a result of recent storms, and potentially due to the removal of trees on the neighbouring property. Mr A also referenced nearby construction work that may have affected the wall.

Mr A contacted AXA in June 2024 to make a claim. However, this was declined. He said the business told him no qualifying storm event was responsible for the damage. It said the damage had occurred gradually. Mr A didn’t think he’d been treated fairly and complained.

In its final complaint response AXA said there was insufficient evidence to link the storms Mr A had referenced to his loss. It said the damage had occurred due to a combination of long-term wear and tear, hydrostatic pressure from inadequate drainage, and design limitations not suited to the current ground conditions or surcharge pressure. AXA said this does not fall within the scope of cover for sudden or unforeseen events.

Mr A didn’t accept what AXA had said and he referred the matter to our service. Our investigator didn’t uphold his complaint. He said there was evidence that storm conditions were experienced. But he thought a gradual cause was responsible for the walls collapse. He didn’t think this was due to a storm or other insured event.

Mr A didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

I issued a provisional decision in February 2026 explaining that I was intending to not uphold Mr A’s complaint. Here’s what I said:

provisional findings

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 my intention is to not uphold Mr A's complaint. I'm sorry to disappoint him. I can understand that this must be distressing, particularly given the significant financial loss involved. But I'll explain why I think my decision is fair.

It's for the policyholder to show that they have suffered an insured loss, fire, flood, theft etc. 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.

In his complaint correspondence Mr A described seeing no signs of movement in the affected wall until November 2023. He referred to the named storms, Babet and Henk as a contributory factor to the wall movement. Mr A said there had been rainfall exceeding 25mm per hour, which align with his policy's definition of a storm.

Mr A's policy does provide cover for damage caused by a storm. I can see that it was under this cause that the claim was considered by AXA.

There are three questions we take into consideration when determining whether a storm caused the damage in question. 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?*

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at weather data from the time storm Babet and Henk affected the UK. The weather station that recorded the data was around 13 miles from Mr A's home. Storm Babet was in force between 18 and 21 October 2023. The weather records show maximum wind gusts of 38mph and maximum hourly rainfall of 6.8mm during this period. Storm Henk was in effect on 2 January 2024. The same weather station recorded maximum wind gusts up to 28mph with maximum hourly rainfall at 4 mm per hour. The day prior to this slightly higher wind gusts up to 34mph, with a maximum of 5.6mm per hour rainfall were recorded.

Mr A said the damage was first noticed in November 2023. Storm Henk occurred after this, so this can't be a cause of the damage. This leaves Storm Babet as a potential cause.

Mr A's policy provides the following definition for a storm:

"Storm

A period of violent weather, including either: ▪ wind speeds of at least 47mph ▪ rainfall of at least 25mm per hour".

The wind speeds and hourly rainfall recorded, in Mr A's locality, at the time of storm Babet were well below the policy threshold for a storm cause. As were the conditions experienced during storm Henk, albeit this was after the damage was noticed. I acknowledge that these named storms affected the UK. But the impact wasn't felt at the same intensity in all areas. From the weather records I've seen, storm force rainfall, as defined within Mr A's policy, wasn't experienced in his locality during storm Babet. I've also checked the records for a

month before and after this storm. But rainfall and windspeeds remained below AXA's policy definition of a storm.

Based on this information storm conditions weren't experienced around the time Mr A said the damage to his wall was noticed.

I note that AXA referred to a different definition of a storm in its complaint response. I queried this with the business. It responded to say a mistake had been made. Mr A's policy definition for a storm is as I've set out above.

Mr A's policy is designed to cover one-off sudden events. He's referred to the effect of several storms impacting on the wall. But this cannot be considered a one-off sudden event. The policy doesn't provide cover for damage that occurs gradually. So, even if there was a record of multiple storm events leading up to the loss date, the accumulated effect could not reasonably be considered a one-off sudden event and so there is no cover for this.

This means the answer to question one is no, and AXA can reasonably decline Mr A's claim for storm damage.

For completeness I've gone on to consider questions two and three.

Damage to garden walls can reasonably be considered typical of damage caused during a storm. So, the answer to question two is yes.

The final point is whether a storm was the underlying cause of the damage. To understand more I've read the report that Mr A provided from his building contractor. The report explained that the wall had "failed" with a vertical structural fracture and it had a "significant dangerous lean". The report gave the following issues that cause a retaining wall to fail:

"1. The wall is inadequately designed/built to resist the loads applied. 2. The wall experiences an increased load due to hydrostatic pressure and lack of free drainage to relieve the same behind the wall. 3. The wall is surcharged due to additional live loads placed upon the upper level of the wall such as stacked or stored materials, vehicular traffic, increased raised soil pressures (temporary or otherwise) possibly sloping downwards etc. for which the wall design has not been allowed for."

The contractor didn't state the actual reason for the wall failing. The above information is confirmed as typical factors that result in failure. However, the contractor's report does indicate that one, or a combination of these factors was responsible for the wall failing. In its final complaint response AXA said the damage resulted from a combination of long-term wear and tear, hydrostatic pressure from inadequate drainage, and design limitations not suited to the current ground conditions or 'surcharge' pressure. AXA explained that this does not fall within scope of cover for sudden or unforeseen events.

I've looked carefully at the photos Mr A provided that show the wall after the damage was noticed. I've also seen images of the wall taken in 2021. Mr A has confirmed that the wall is around 150 years old. I acknowledge his comments that it has stood without signs of collapsing for this period. Also, that the damage occurred suddenly. I don't dispute that the cracking and movement of the wall occurred suddenly. But from what I've seen this resulted from underlying damage that gradually occurred over the 150 years it has been standing.

The photos Mr A provided show mortar missing from a lot of areas as well as spalled bricks. The wall generally looks to be in a deteriorated condition. I accept the majority of the photos were taken after the damage was noticed. But this didn't result in the deterioration that I've described. The earlier images also show a wall of some age, in a deteriorated condition.

In the copy correspondence Mr A supplied, there is an email from his neighbour. This refers to a structural engineer that attended in November 2023. The neighbour said that this is when they were first aware of the boundary wall failing. The neighbour described excavation work that was then completed to take as much load off the wall as possible. I understand from Mr A that trees and vegetation were also removed, that could have contributed to the collapse of the wall.

I asked Mr A if he could provide a report or comments from the structural engineer who looked at the boundary wall. I've read the information he provided in response. But this doesn't include information from a structural engineer confirming the wall was in a good condition. Or explain how the damage had solely resulted from a storm. In the absence of this, the evidence indicates a gradual cause resulted in the walls failure.

Mr A explained that his neighbour had construction work completed prior to the wall damage occurring. He said this involved machinery that used his driveway. He indicated that this may have contributed to the damage. However, his neighbour advised that his builder and engineer don't accept there is a link between the construction work and the wall damage. I haven't seen any evidence to show the construction work was the cause of the damage. So, this doesn't persuade me that AXA has unfairly declined Mr A's claim.

Based on this evidence I think the underlying cause of the walls collapse is its gradual deterioration over time. I've not seen evidence that shows the wall was constructed with the required drainage. This may also be a contributing factor to the collapse. Mr A's policy doesn't cover damage due to poor design or installation either. Given the age of the wall it's also possible that the load applied to it has increased over time. Mr A's contractor confirmed this is a typical factor that results in failure when a wall has to withstand forces it hasn't been designed for. Based on this I'm satisfied that the answer to question three is no, a storm wasn't the underlying cause of the damage.

Having considered all of this I don't think AXA treated Mr A unfairly when it relied on its policy terms and conditions to decline his claim for the reasons it gave. This means I can't reasonably ask it to do anymore.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

AXA didn't respond with any further comments or evidence for me to consider.

Mr A responded with videos to show water running through his garden. He said this added to the pressure on the damaged wall. Mr A explained that many residents had complained to the local council between 2019 and 2024 to improve drainage in the area. He explained some work had been done last year that had improved the situation. Mr A said this showed there was an issue that he could do nothing about. He said the issue with water running through his garden has not been an issue since. Mr A also provided copies of emails between the council and local residents.

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 persuaded that a change to my provisional findings is warranted. Let me explain.

The reason Mr A's claim was declined is because the evidence indicated a combination of gradual causes had resulted in the damage. His further comments again indicate an issue that has been ongoing for some time. Rainwater has been identified as a contributing factor that had likely increased the pressure acting on the retaining wall. I accept the water running through Mr A's garden could have contributed to the overall deterioration to the wall. But the damage can't be said to be the result of a one-off storm event.

The wall is around 150 years old. As discussed in my provisional decision, there were signs of deterioration prior to its collapse. No storm force conditions were experienced around the time the loss occurred. So, I don't think AXA treated Mr A unfairly when it declined his claim for the reasons it gave.

I'm sorry that Mr A will have to pay for the repairs without a contribution from his policy. But for the reasons discussed, my provisional decision will now become my final decision and for the same reasons.

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 Mr A to accept or reject my decision before 23 March 2026.

Mike Waldron
Ombudsman