

The complaint

Mr and Mrs R complain that Accredited Insurance (Europe) Ltd (“Accredited”) unfairly declined their claim for a garden wall that was damaged during a storm, under their home buildings insurance policy.

What happened

On 21 January 2024 Mr and Mrs R’s garden wall and fence were blown over during a storm. They made a claim to Accredited. It sent a surveyor to inspect. It subsequently declined the claim on the basis that the wall and fence were in a deteriorated condition.

Mr and Mrs R accept Accredited’s decision regarding an older section of wall and the fence to which this wall was attached. But they don’t agree that their claim for a newer section of wall, constructed from brick, which wasn’t attached to the older wall or fence, should be declined.

In its final complaint response Accredited refers to a damaged roof, not a wall or fence. I understand this was a mistake. It goes on to explain its reason for declining cover. It acknowledges there were storm force winds experienced at the time of Mr and Mrs R’s loss. But it says the storm wasn’t the underlying cause of the damage. It says this was due to the degraded condition of the wall and fence. Accredited refers to gradual causes being specifically excluded under its policy terms.

Accredited offered Mr and Mrs R £200 compensation for a delay in its in-house technical team calling them. But it maintained its decision to repudiate their claim.

Mr and Mrs R didn’t think Accredited had treated them fairly and referred the matter to our service. Our investigator upheld their complaint. He wasn’t satisfied that Accredited had shown the brick-built wall was in a poor condition. So, he didn’t think that a gradual cause exclusion should reasonably apply. He says the wind speeds recorded at the time of the loss are known to cause structural damage. Because he didn’t think Accredited had shown there was an underlying cause other than the storm, he says the business should reconsider the claim for the brick-built wall in line with the remaining policy terms and conditions.

Our investigator says Accredited should pay Mr and Mrs R a further £100 compensation for its unfair decline decision and for the inconvenience this caused.

Accredited didn’t agree with our investigator. It says there is evidence of missing mortar in the brick wall that fits with its view that a gradual deterioration exclusion applies here.

Because an agreement wasn’t reached the complaint 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 upholding Mr and Mrs R's complaint. Let me explain.

As our investigator set out, there are three questions we take into consideration when determining whether damage was the result of a storm. 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.

Aviva accepts that winds of up to 62mph were recorded on 22 January 2024. This is the day after Mr and Mrs R's loss occurred. I've checked the records from the weather station closest to their home on 21 January, the date of their loss. This shows gusts of 60mph were recorded. Mr and Mrs R's policy defines storm force winds as reaching at least 55mph. So, based on this information the answer to question one is, yes. Storm conditions were experienced.

Walls and fences being blown over is typical of damage caused by a storm. So, the answer to question two is also yes.

Finally, I need to be satisfied that the storm conditions were the main cause of the damage. To understand more about this, I've considered the report from Accredited's surveyor.

In his report the surveyor says the high wall (the brick wall referred to by Mr and Mrs R) is over ten years old. If well-built he says this should withstand the wind that was experienced. The surveyor says the low wall (the old wall referred to by Mr and Mrs R) is over 15 years old and has degraded over time. He says when this fell it may have brought the fence and the other wall with it. He says the fence is also degraded and between 10 and 15 years old. He says if this was fixed to the wall it may have brought the wall with it.

The surveyor's report was considered by Accredited's in-house surveyor. The records show the decline recommendation was agreed. It comments that had the wall and fence been maintained to a better standard the damage wouldn't have occurred.

The surveyor's photos show a section of the old wall where some mortar is missing between the blocks used in its construction. I think this provides some support to the surveyor's comments that the wall had deteriorated. He also makes comments about the fence. However, he makes no comment in relation to the brick-built wall. Other than to say it should withstand the winds that were experienced.

It's for Mr and Mrs R to show that they have suffered an insured loss. In this case the insured loss was due to a storm. I think they have shown this to be the case. For Accredited to decline their claim it must show that a policy exclusion applies. But from the evidence I've seen, I'm not satisfied that it has. I'd expect the surveyor to comment in detail on the condition of the brick-built wall. And for him to refer to the photos he took to illustrate any deterioration. There's no reference in the surveyor's report to any deterioration in this wall.

Mr and Mrs R are clear that the brick-built wall wasn't connected to the fence or the older wall. I've no reason to disbelieve what they say. The surveyor suggests that the collapse of the old wall could've taken the brick-built wall with it. But this isn't definitive and is at odds with Mr and Mrs R's comments. Accredited's in-house surveyor accepted the inspecting surveyor's conclusion that a gradual cause was the underlying reason for the damage. But

again, there is no reference to the condition of the brick-built wall. Based on this I'm not persuaded that Accredited has shown there was an inherent defect in the brick-built wall that caused it to collapse during the strong winds in January 2024.

Since our investigator issued his view on Mr and Mrs R's complaint, Accredited responded with further comments. It says that one of the photos it supplied shows the first pillar of the red brick wall. And that there are missing sections of mortar in this pillar and in the section of wall still standing. Accredited says this gives a true indication of the condition of the wall. It considers that the gradual deterioration exclusion it relied on also applies to this wall.

I've thought about what Accredited says, but as discussed there was no mention of missing mortar from the brick-built wall, in the surveyor's report. He said the collapse of this wall was because it wasn't well built and so failed under the strong winds. As our investigator highlighted, no evidence was provided by the surveyor to support this. Structural damage is known to occur when wind speeds reach the levels experienced on the date of Mr and Mrs R's loss. So, I don't think what Accredited says is persuasive.

The photos show some small sections where mortar is missing in the pillar and remaining section of wall. However, the wall was just under 14 meters in length. I'm not persuaded that the small section highlighted in the photos, after the collapse, demonstrates that this wall was in a deteriorated state prior to the storm.

Having considered all of this I'm not persuaded that Accredited has shown that a valid exclusion applies for the damaged brick-built wall. It follows that I don't think it treated Mr and Mrs R fairly when declining their claim for the reason it gave. It should now reconsider their claim for the brick-built wall. For clarity I'm not saying Accredited should pay the claim, but it should reconsider it under its remaining policy terms and conditions. If Accredited intends to rely on a policy exclusion not to pay the claim, it must demonstrate this applies with appropriate evidence.

I think it was fair that Accredited offered £200 compensation for delays in its communication with Mr and Mrs R. However, they say this payment has yet to be received. The business should ensure this is paid if it hasn't already.

I don't think Accredited's decision to decline Mr and Mrs R's claim was fair. It's not yet known what the outcome of the claim is. This has no doubt caused them inconvenience and some distress. Because of this I agree with our investigator that it should pay a further £100 in compensation.

My final decision

My final decision is that I uphold this complaint. Accredited Insurance (Europe) Ltd should:

- reconsider Mr and Mrs R's claim relating to the brick-built wall under its remaining policy terms and conditions; and
- pay Mr and Mrs R £150 for the inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 24 December 2024.

Mike Waldron
Ombudsman