

The complaint

Mr A and Mrs A have complained that HDI Global Specialty SE (HDI) unfairly declined a claim under a home insurance policy.

References to HDI include companies acting on its behalf.

What happened

Mr A and Mrs A contacted HDI to make a claim for storm damage to a garden wall that partially collapsed. HDI visited to assess the damage to the wall. Mr A and Mrs A were asked to provide a quote for the work. When the quote was submitted, HDI said it would appoint a loss adjuster and arranged another visit.

Following this, Mr A and Mrs A were told the wall had a pre-existing lean, which might make a repair difficult. But HDI would consider how it would deal with the claim. HDI then arranged for a surveyor to visit. The surveyor found that existing defects with the wall had made it more susceptible to collapse. So, HDI declined the claim.

When Mr A and Mrs A complained, HDI maintained its decision to decline the claim. It said there were storm conditions around the time the wall collapsed. But the surveyor had found that the wall lacked mortar jointing, there were roots present and live vegetation and timber screening that projected above the top of the capping. It said government guidance stated that boundary walls should be inspected and adequately maintained. It said it was foreseeable that in the absence of adequate maintenance to rectify any wear and tear, along with the additional load, that the weakening of the structure would continue and any wind load imposed would result in the failure. It said the strong winds highlighted the poor design and lack of maintenance to the wall, which wasn't covered by the policy.

So, Mr A and Mrs A complained to this Service. Our Investigator upheld the complaint. She said there was a storm around the time the wall collapsed and the damage was something a storm might cause. However, the surveyor found a range of issues with the wall, including with its construction. She said it was fair for HDI to decline the claim based on its surveyor's findings. However, she said Mr A and Mrs A had to chase HDI for responses during their claim. They were also sent a text in the middle of the night. Mr A and Mrs A were also likely to have taken action sooner to make their garden safe if there hadn't been communication delays. She said HDI should pay £200 compensation.

Mr A and Mrs A didn't agree their claim had been fairly declined. They said there hadn't been any issues with the wall in the many years they had lived at the property. The bamboo covering was only decorative and they didn't know anyone who would periodically remove it to check the condition of a wall. So, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there was a storm around the time the wall collapsed. I also think a storm could damage a wall. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. Looking at the surveyor's report, this identified a range of issues with the wall. It noted that Mr A and Mrs A's brick wall was built right next to the neighbour's stone wall. The report said Mr A and Mrs A's wall didn't appear to be well constructed. It said:

"At the site of the collapse there is no evidence of tie or bonding within the leaves, and adjacent brickwork leans outwards below a horizontal gap. It is quite possible that the only connectivity between the leaves is the concrete/mortar capping. The gap at the head of wall most likely continued over the collapse site. This gap and sagging of brick courses in this area possibly indicates differential downward movement between the leaves – they may not share a foundation.

The accumulation of fine debris within the lower part of the gap between leaves at the collapse site is like that observed in old rubble filled stone walls. In this condition, the rubble fill settles and the opposing leaves, if not tied or bonded together, can bulge outwards under the pressure of the contained fill. This would be further aggravated if there was a gap between the capping and brick panel below as remains immediately adjacent to the collapsed length."

The report also noted vegetation in the gap between the walls and that the screening on the wall above the top of the wall capping could attract wind loading to the wall. The wall was also higher than the related building guidance recommended. I also looked at the photos that showed the issues with the wall, including the gap, the lack of evidence of ties and the vegetation. So, I think the report showed there were a range of pre-existing issues with the wall that were highlighted by the storm. As a result, I think it was fair for HDI to decline the claim on the basis that the storm wasn't the main cause of the wall collapsing.

I've also looked at HDI's overall handling of the claim. HDI carried out a few inspections of the wall, but I think it took longer than it should have to carry out a proper survey to decide about whether the claim was covered. HDI's loss adjuster also sent Mr A and Mrs A a text in the middle of the night, which was likely to have caused them some concern at the time. I saw evidence that Mr A and Mrs A also had to keep chasing for updates on their claim. There also didn't always seem to be a clear understanding within HDI and its contractors about who was dealing with the claim. So, I think HDI should pay Mr A and Mrs A £200 to reflect the inconvenience and disruption to them because of how it dealt with the claim.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require HDI Global Specialty SE to pay Mr A and Mrs A £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to

accept or reject my decision before 14 January 2025.

Louise O'Sullivan
Ombudsman