

The complaint

Mr M complains that Zurich Insurance PLC unfairly turned down a claim for storm damage on his home insurance policy.

What happened

Mr M had a home insurance policy with Zurich. In February 2022, Mr M contacted Zurich to put in a claim for storm damage to a boundary wall. Zurich sent an engineer to inspect the property and produce a report on the damage.

When Zurich reviewed the report, it turned down the claim. Zurich said the damage to the wall was due to the design of the wall and the damage occurring over a period of time which was excluded under the policy.

Mr M wasn't happy with Zurich's decision and complained. He also said Zurich had taken too long to deal with the claim. Zurich reviewed the complaint and stood by the decision to decline the claim. However, Zurich accepted claim could have been handled better and offered £125 as compensation. Unhappy with Zurich's response to the complaint, Mr M referred his complaint here.

Our investigator looked into the complaint and recommended it be upheld. She didn't think Zurich had shown the wall hadn't been built to the required standard and recommended Zurich pay the claim. She also recommended Zurich increase the compensation to £325 due to incorrectly declining the claim. Zurich didn't respond to our investigator's outcome and so she referred it to an ombudsman for a decision.

While the complaint was waiting for an ombudsman to consider it Zurich responded and disagreed with our investigator. It said there was only one expert opinion on the cause of the wall collapsing. And this supported that the damage had occurred over time and wasn't caused by the storm.

I issued a provisional decision on 19 June 2023 where I said:

"Mr M's policy covers him for certain insured events, one of them is storm damage. The policy also excludes storm damage which is the result of wear, tear and deterioration.

When deciding whether an insurer acted fairly by declining a claim for storm damage, we consider three questions. Firstly, whether there is evidence there were storm conditions at the time the damage was caused. Next, whether the damage is consistent with storm damage and lastly whether the storm was the main reason for the damage. If we're satisfied that the answer to all three questions is 'yes' then we would say the insurer wasn't fair to decline the claim under storm cover.

Here, the first question isn't in dispute. Zurich is in agreement that there was storm conditions around the time Mr M's boundary wall suffered damage. The questions in dispute are whether the damage is consistent with storm damage and whether the storm was the

main cause of the damage. So I've considered whether Zurich has done enough to prove that the damage isn't consistent with the storm and if so whether the storm wasn't the main cause and acted fairly by applying the exclusion.

Zurich sent a surveyor to inspect the wall after the claim. In their report they've commented there not being other signs of storm damage in the area as they would expect. In particular they've said: "There were no obvious signs of storm damage to the surroundings with an old timber shed situated next to the collapsed wall which has been unaffected, this is the same with the garden fencing which is still standing upright in the same garden location." As there are other items in the area which you would expect to be damaged by the storm if the wall had been, I'm not persuaded the damage is consistent with storm damage.

I've also considered the third question and I'm also not persuaded the storm is the main reason for the damage. I say this because the report also says: "The damage seems to be of sustained from multiple weaknesses in both the design of the retaining wall and also the gradual process loss of the wall due to frost expansion of the ground which has happened over an extended period of time." Their report is also supported by photos and goes into further detail as to why the storm isn't the main reason for the damage. From this report, I'm satisfied Zurich has acted fairly and in line with the policy terms as the three questions considered haven't been met.

I understand Mr M disputes this report but I've not been provided with anything, other than his comments, which disputes the findings in the report Zurich have provided. I also find the report persuasive, particularly as there wasn't other damage you would expect if the storm had caused damage to the wall. It therefore follows that I'm not going to tell Zurich to pay the claim.

I can also see that Zurich acknowledge there were errors in the claim handling and that it didn't handle it as well as it should. I've also considered Zurich's offer of £125 for these errors and I'm satisfied this is fair and reasonable compensation for those errors. Therefore, Zurich needs to pay Mr M £125 if not already done so."

Zurich didn't respond to my provisional decision. Mr M did and didn't accept it. In particular Mr M queried whether I'd seen evidence he'd sent in which also had photos of the wall. He also said he wasn't aware he needed to provide a report to prove his position. Mr M then sent in photos of the damage and surrounding area with his comments as to what caused the damage.

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.

I've considered Mr M's response and additional evidence, but it's not persuaded me to depart from the findings in my provisional decision. I would like to assure him that I've reviewed everything that's been provided, I've also received the most recent document with photos of the damage along with his explanation as to why it's been caused by the storm.

I understand Mr M feels strongly about this complaint and is disappointed with my decision. But I'm not persuaded Zurich has acted unfairly by declining the claim. This because Zurich based its decision on an expert's report. I referenced the key sections of the report in my provisional decision, and while Mr M's photos and comments are helpful, I'm more persuaded by the report Zurich has produced. I say this because while Mr M's comments are helpful and do give another reason for the damage to the wall, I'm not satisfied that is what's

happened when taking into account the report from Zurich. I'm therefore not going to depart from the findings in my provisional decision.

My final decision

For the reasons explained above and in my provisional decision, my final decision is that I don't uphold this complaint. Zurich Insurance PLC needs to pay Mr M the £125 offered if not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 August 2023.

Alex Newman
Ombudsman