



Investigation & evaluation of claims involving Retaining Walls

by the CILA Subsidence Special Interest Group

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1. Retaining walls – what are they?

A retaining wall is a wall built to hold back retained earth and withstand the weight of any load imposed by any buildings or objects situated behind the wall. Retaining walls range from small garden walls a few 100mm high built with a single skin of bricks or blocks, up to massive walls, many metres high retaining highways or whole housing development sites.

2. Who is responsible for a retaining wall?

Unless the title deeds make specific reference to responsibility for a wall, it is generally accepted that the person whose land is retained by the wall is responsible for its repair and maintenance. Beware however the situation may be different where the lower land owner has excavated away his own elevated land to provide a lower but level area whilst rightly maintaining support to his neighbour's higher land. In most cases where a wall supports or retains a public highway, it is the responsibility of the Highway Authority. Walls are classified as highway retaining walls if:

- they support the highway;
- their retained height is 1.36m or more;
- they are both the above and are within 3.66m of the highway.

Quite commonly, ownership is unclear and further investigation is required to determine responsibility.

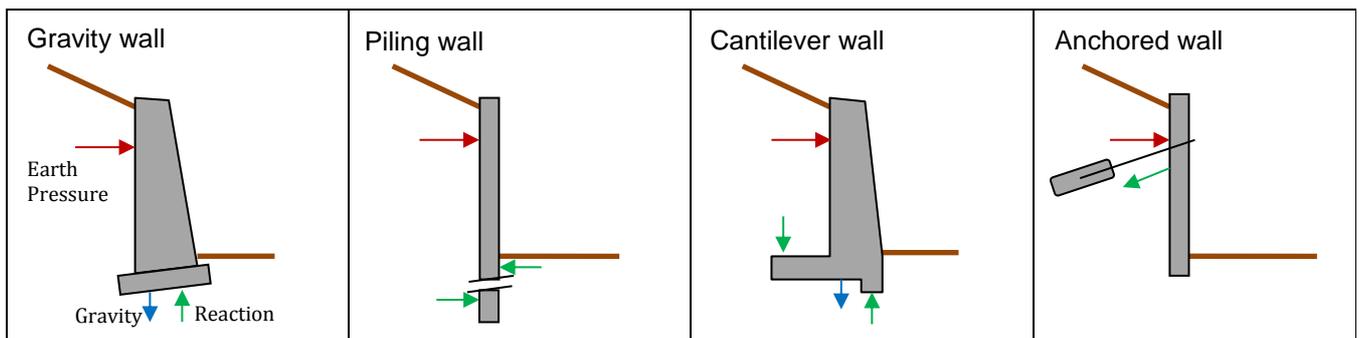




3. How are they designed?

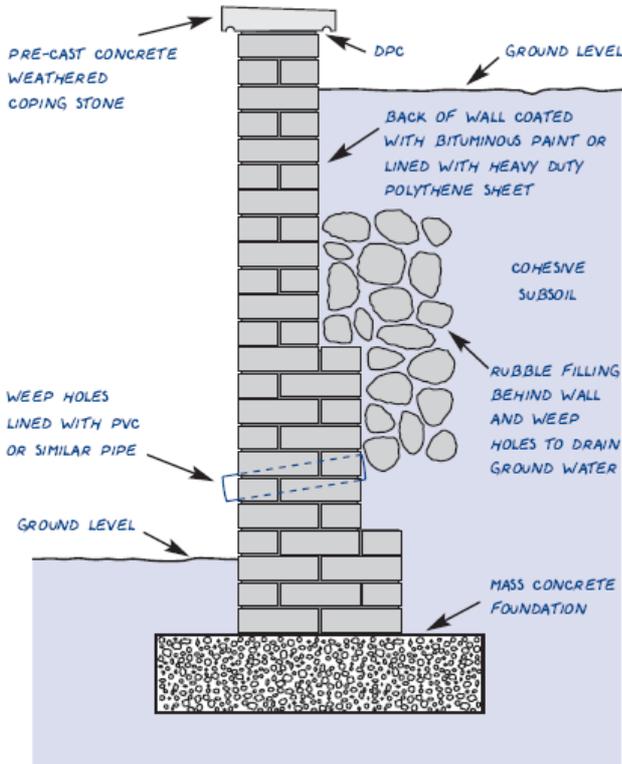
The purpose of the wall is to retain the earth behind and so, quite simply, it must be built to resist being pushed over by the pressure generated by the retained earth! In engineering terms, this pressure is referred to as “active earth pressure”. Designers have a number of options:-

- To make them so heavy that the pressure of earth cannot move them. These are **gravity or mass retaining walls**. They may be built in brick, stone or concrete. Specialist types include **crib walls** (made of interlocking concrete or timber beams) or **gabion walls** (made of stone filled wire baskets).
- To build them with wide platform bases so that they cannot tip over and stiff enough so they do not bend - these are **stem or cantilever base retaining walls** - usually built using high strength reinforced concrete. To stop the wall sliding forward a toe or trench is built integral with the base.
- Alternatively you can drive piles (steel or concrete **piling wall**) into the ground deep enough to resist being pushed over. These are **cantilever walls**. **Contiguous concrete** piled retaining walls are bored and cast insitu with steel reinforcement.
- Finally, the wall can be anchored back using steel rods to solid ground behind (rock if you can find it). These are **anchored walls**.



To avoid a build-up of “active” water pressure behind the wall, free draining material is placed behind with a land drain and drainage holes put through the wall (“weep holes”) to allow water to drain away. Modern walls should incorporate a **geotextile membrane** designed to allow the passage of water but to filter out any fine silts that would cause the free draining material to become ineffective over time.





The illustration is of a typical brick built garden retaining wall with weep holes and rubble fill behind to act as a drain.

4. How are retaining walls built?

Unfortunately, properties in the UK have chequered histories and older properties are likely to have walls that were not engineered or designed - but just 'built'. Contractors used judgement or guesswork to decide on how strong the wall needed to be to resist the weight of earth and so not tip over, bulge, break or slide forward. Their judgement may have been based on experience of 'what works'.

Walls may stand for 100 years with only a marginal factor of safety. Slowly the factor of safety may be eroded by gradual loss of strength (e.g. decaying mortar joints) or change of ground conditions (e.g. the extra imposed load of development behind it), or blockage of drainage holes allowing a build-up of water behind the wall adding to the weight of soil.

Sometimes strong engineering bricks are used to face the wall with softer porous bricks used within the body of the wall. Water can saturate the softer brickwork and become trapped by the less porous engineering brick. In winter this can result in the water freezing and damaging bonds between the engineering and the softer brick. This can give rise to failure, either of the entire wall or just to the engineering brick as trapped water expands and laterally displaces the engineering brick.





5. How should retaining wall collapses be investigated?

The following information should be obtained when investigating and evaluating policy liability for a retaining wall collapse

- **Site plan** indicating plan layout of wall, position of any adjacent structures, drainage, water mains, sewers, vegetation, on both the upper and lower levels. Are there any features that may have recently changed the walls loading condition such as an excavation at the base of the wall or surcharging by a new construction at the top of the wall?
- **Cross section through wall** indicating height of retained earth and the influence of any vegetation.
- **A description of the wall construction** – observed thickness at top and if possible at bottom of wall and throughout its height. The thickness of the wall throughout its height can be determined by drilling into it (albeit the adjuster would have to arrange for this to be done if necessary). The location and size of any piers or buttresses should be identified bearing in mind that these may be concealed by the retained earth. Type of stone or masonry and whether mortared or open joints (e.g. if dry stone or not). Is there any evidence that the wall was “designed” as a retaining wall (e.g. increased thickness near the base, and free draining material behind and weep holes)?
- **A description of the age and condition of the wall.** Is the mortar and masonry face well maintained or has it been affected by plants, tree roots, frost damage or general weathering. Has it been modified or altered – e.g. was a dry stone wall but has been pointed in?
- **The spacing, number and condition of weep holes.** Are any weep holes present? Is there any evidence that they are in working order (e.g. are they free of debris and blockages and are there signs of water draining freely through them?) Is there any evidence of water percolation through the wall at high level which would indicate that any granular drainage material behind the wall has silted up?
- **Description of retained soil type and condition.** Is it a granular soil or loose fill that may naturally exert more pressure on a wall than, say a very stiff clay? Some ‘retaining walls’ are





found to be just a stone facing to a natural rock face. Is there any evidence of free draining stone fill immediately behind the wall that would have acted as a drainage channel?

- **Is there any evidence of the wall being affected by a landslip** – e.g. a large landslip that may be evidenced by a “circle” of soil slippage below the wall foundation – or does it appear instead that the wall has collapsed under the direct weight of retained earth ? For example if an upper section of wall has collapsed but the lower half is intact then the wall foundations will probably not have been moved by soil slippage beneath it.
- **Is there any direct damage to the main buildings of the property** that may fall under the policy definitions of Home or Buildings? This may be relevant to ‘Landslip’ cover (see later).
- **What is the condition of the remaining sections of wall?** Are there any signs of historic damage such as ***bulging, leaning or frost damage*** to provide information on the walls previous condition? Look for any evidence of previous repairs or debris / dust / algae (weathering) / paint etc. within any cracks.
- **Information regarding any previous maintenance**, including copies of any purchase survey reports, old photographs, Google street view, contractors repair invoices etc.?
- **Details of weather records immediately prior** to the collapse including wind, rainfall and temperatures. Could these conditions have caused the recorded damage? See section on Weather records – consider the overall situation – i.e. not just weather on the day of collapse but the days and weeks leading to the collapse.
- **Any evidence of property damage occurring locally** that has been attributed to exceptional weather conditions and may be relevant to the retaining wall damage.
- **If brickwork construction** – is there any evidence of frost damage to the bricks at the face or within the body of the wall?

From this information an assessment will then have to be made as to whether

- a) The cause of the damage is reasonably attributable to the operation of an Insured peril or alternatively,





- b) The wall has simply failed structurally under load – i.e. the weight of the naturally retained earth has caused the collapse. This may have followed a period of gradual deterioration of the wall structure by the action of vegetation, or weathering.
- c) The damage falls under an exclusion (e.g. frost, defective design etc.)

6. What possible causes of collapse are there and how should the policy respond?

Damage to retaining walls may be covered under other insured events, as well as landslip. It is important to consider the exclusions applicable under each insured cause. For example, retaining walls are, in principle, covered for damage caused by storm, flood, or perhaps the escape of water from a water installation.

Consideration must be applied to the **proximate (dominant or effective)** cause of the wall failure.

MacGillivray on Insurance Law says,

"If the loss or damage is the necessary consequence of the peril insured against under the existing physical conditions there is, prima facie, damage by that particular peril. Similarly, if the peril is one of the causes in a chain of events leading naturally and in the ordinary course to loss or damage to the insured object, such loss or damage will be proximately caused by the peril. It is not however, sufficient for the peril insured against to have facilitated the loss; it must have caused the loss."

Section 4 of this guidance details common reasons for failure of retaining walls;

Often walls were not engineered or designed - but just 'built'. Slowly the factor of safety may be eroded by gradual loss of strength (e.g. decaying mortar joints) or change of ground conditions (e.g. the extra imposed load of development behind it), or blockage of drainage holes allowing a build up of water behind the wall adding to the weight of soil. Water can saturate the softer brickwork and become trapped by the less porous engineering brick. In winter this can result in the water freezing and damaging bonds between the engineering and the softer brick. This can give rise to failure, either of the entire wall or just to the engineering brick as trapped water expands and laterally displaces the engineering brick.





Unfortunately, retaining walls often fail during an event such as a storm; this being the occasion of failure rather than the cause. **Consideration needs to be applied over whether the storm, flood etc., caused the failure or whether it merely 'facilitated' it.**

Policies may provide '**accidental damage**' cover, however it is important to be aware that this cover generally excludes loss or damage that occurs as a result of gradual deterioration over time, and will generally exclude that which is covered or excluded elsewhere within the buildings section. For example, landslip may be regarded as accidental damage; however, such damage is likely to be excluded by reference to the subsidence/landslip paragraph and the specific exclusions applicable to that cover. The exclusion of walls unless the home is damaged is an obvious illustration of this, although it is important to check the policy wording.

What is Landslip?

In **Oddy v Phoenix Assurance Co Ltd (1966)** the facts were:

- a) the site preparation before the bungalow was built entailed much levelling and excavating up to within three feet of the wall which thereby could have been disturbed
- b) fifteen years previously part of the wall had collapsed, had been repaired and shored up ever since
- c) the wall was mortared but devoid of weep-holes or any foundations. It was too thin and thoroughly unsuitable
- d) sometime before its collapse cracks had been seen in the wall and in the surface of the lane above it
- e) there was very bad weather in the Autumn of 1963 and heavy rain in November especially on 17th and 18th. There were also high winds in early November. On the morning of 19th the wind had dropped to a 'fine breeze' and there was rain which stopped by 11am. The wall fell at 12.40pm.

In trying to define landslip, Veale J. said:

"Landslip is something which I think should be approached in a broad common sense way as a jury would approach it. Landslip is a small landslide. One can perhaps define a landslide in different ways but the accepted definition was a rapid downward movement (under the influence of gravity) of a mass of rock or earth on a slope."





It is important to understand that the landslide must cause the damage to the retaining wall (and buildings), rather than the retaining wall failing under the imposed load, often combined with the effects of long term deterioration. In these circumstances the cause was the failure of the wall, not landslide. However, landslide may be triggered by superimposed loadings from buildings, by excavation, or even by failure of a retaining wall. Where the landslide consequently damages the buildings, the repairs might be covered by insurance, and this may entail restoring stability to the site where this is necessary.

Possible Storm Damage?

In **Oddy v Phoenix Assurance Co Ltd (1966)** the claimant's bungalow was insured against storm or tempest. In November 1963 there was heavy rain and high winds but these had abated on 19th November when a 12 ft retaining wall collapsed onto the bungalow. Insurers declined the claim as it was not caused by 'storm'. The court decided that the wall was of inadequate design and that it collapsed from pressure of water behind it built up over a long period of time, rather as the result of a storm. The straw that broke the camel's back was a build up of runoff water behind the wall, which exerted sufficient pressure to bring matters to a head. The claim was made on the basis that the runoff water had resulted from storm. The court found in insurers favour and the principle part of the judgement states :

"Storm means storm and to me it denotes some sort of violent wind usually accompanied by rain, hail or snow. Storm does not mean persistent bad weather, nor does it mean heavy rain or persistent rain by itself".

In **Anderson v Norwich Union (1977)**, the plaintiff claimed that the damage to the rafters of his house and the fall of plaster from the ceiling had been caused by heavy rain occurring a fortnight earlier and that the rain amounted to a storm within the meaning of his insurance policy. The insurers rejected the claim on the grounds that the damage had been caused by decay over the hundred years or so which the house had been in existence.

The Court decided that there was no evidence to connect the damage to rainfall and notwithstanding, heavy rainfall did not amount to a storm. The damage was 'wear & tear' which includes damage which develops naturally over the years.





Care should be taken to avoid raising the expectations of claimant's. The heavy or persistent rainfall is not storm, whether this has occurred over a relatively short period of time or whether it has fallen over a prolonged period.

It is necessary to consider whether the storm actually caused the damage to the retaining wall, or, as in **Oddy v Phoenix (1966)** it was merely a contributory factor; or as the Financial Ombudsman Service puts it, the 'occasion' of the damage. Normally one would expect a retaining wall in reasonable condition to withstand the effect of even the most exceptional rainfall, and it is likely that rainfall has merely highlighted the poor condition of the wall rather than caused it.

Possible Flood Damage?

It is worthy of note the circumstances described in **Oddy v Phoenix (1966)** were never considered under the insured event of 'flood' even though a contributory cause was the pressure of water behind the wall which had built up over a long period of time. The adjuster has to be aware that the FOS may take a wider view than the strict case law decision illustrated here. This is discussed later.

A flood occurs where land not normally covered by water becomes covered by water. One definition is the rising of a body of water and it's overflowing onto normally dry land. Groundwater saturation or water-logged ground is not flood. The land/property must be covered by water and must involve "a large movement, an eruption of water", as Shaw LJ put it in **Young v Sun Alliance (1976)**.

In **Computer & Systems Engineering Plc v John Lelliott (Ilford) Ltd (1990)** Beldam LJ said that flood, "... imports the invasion of the property...by a large volume of water caused by a rapid accumulation or sudden release of water...".

Rohan Investments Limited v Cunningham (1998), is a case which involved a rapid accumulation of water, however it was the sudden release of a large volume of water into the property that was the flood. In the Court of Appeal Auld LJ agreed with the judgment of Walker LJ but added, "*Here, the flood is the escape of water, as the Judge found, from the roof of the property, regardless of the fact and cause of the previous accumulation of water on the roof giving rise to it.*"

In the **Board of Trustees of The Tate Gallery v Duffy Construction (2007)** the High Court reviewed all of the authorities and Mr Justice Jackson decided that in that case there was a flood. The case law considered was all consistent; what is clear is that a trickle or seepage, or accumulation of ground water is not flood. Consequently where the pressure of water causes a retaining wall to fail, this is not





flood damage. It is likely to be an accumulation of factors like normal deterioration, design inadequacy and general weathering including ground water pressure.

The construction of the wall may be a significant contributory factor leading to failure. It is unlikely that insurers would wish to use a defective design or construction exclusion where the wall has stood for a considerable time, however the nature and quality of the structure will clearly have been a factor in the deterioration and failure of the wall, affecting its overall design life.

Perils Defined?

The case law provides a source of clarification of what constitutes an insured peril. Nevertheless many insurers now include definitions of the perils of storm, landslip and accidental damage, and some define flood. Any definitions within the policy should take precedent over the position of developed case law.

The Financial Ombudsman Service are required to consider case law however over-riding that have a duty to prescribe a fair outcome in their decisions, and have published their approach to various perils in the absence of effective policy definitions. It does seem that their approach to the peril of flood is much wider than the indications of case law (which perhaps aligns closely to average consumer expectation) and it is appropriate that loss adjusters should consider the policy and both legal and Ombudsman perspectives in preparing their reports and recommendations.

What is Damage?

Situations may arise where a landslip has directly impacted the property insured, for example where ground has come to rest on or against the home following the failure of a retaining wall. The question to be considered is whether there is 'damage' to the home itself.

The definition of 'damage' to property under an insurance policy was considered by the Court of Appeal in **Jan De Nul (UK) Ltd v Axa Royale Belge SA (2002)**. For 'damage' there must be a tangible physical change to the insured property. In **Hunter v Canary Wharf Limited (1996)** the Court of Appeal held that "*the damage is in the physical change which renders the article less useful or less valuable...that rather than any general concept of loss of utility*". In **Promet Engineer v Sturge (1997)** Hobhouse LJ said that 'damage' requires "*some change in the physical state of the vessel*". Potter LJ





referred to this judgement in **Pilkington v CGU Insurance (2004)** when he said, "*In English Law 'damage' usually refers to a changed physical state*".

The Financial Ombudsman Service is likely to follow the position outlined in the Insurance Ombudsman Bureau Annual Report of 1993: :

A household policy covered accidental damage to service pipes. A drain blocked with lumps of cement. The policyholder claimed the cost of clearing the drain but the claim was declined. The insurer was of the view that a blockage was simply an obstruction and did not constitute damage. It considered that for there to have been damage, there had to have been physical breakage or some other physical trauma manifesting itself in partial or total destruction of the insured property.

The Ombudsman did not agree. One of the 'meanings' of damage according to the Oxford English Dictionary is impairment of value or usefulness, whilst one of the senses of the verb 'to block' is to restrict use of an asset. In this case the usefulness of the pipe was certainly impaired.

Whether tangible physical damage has occurred to the home will often depend upon the facts in each case. Where the home is directly affected by the landslide, for example where the landslide abuts the house wall, an Insurer may accept that this is direct interference with the home itself amounts to damage to the home – however normally an Adjuster would seek to confirm this interpretation with the instructing Insurer. There is also the potential for increased damage were the situation allowed to continue. Denial of access, where the home is not directly affected, does not constitute damage to the home itself, albeit there may be a loss of utility.

The aim of the investigation is to establish the **direct cause of the collapse and so establish whether the policy cover can respond**. Consideration of defective construction exclusions on recently constructed walls and recovery aspects should always be considered as appropriate. Some scenarios and policy considerations are set out in the following table.





Scenario – cause attributed to...	Policy Response to consider...
The ground level at the base of the wall has been reduced significantly destabilising the wall by undermining it and causing it to either slip or collapse forward	<p>What has reduced the ground level? If this has caused landslip it would fall as landslip, but excluded if the home is not damaged. Normally the accidental damage cover excludes any damage caused by:</p> <ul style="list-style-type: none"> • Faulty workmanship, defective design, the use of defective materials or damage caused by any of these • Movement, settlement or shrinkage in any part of the buildings or damage caused by any of them • Damage caused by the movement of the land belonging to the buildings • Demolition of or structural alteration or structural repair to your home or damage caused by any of them. <p>Care needs to be taken as the accidental damage cover probably will not respond, so customer expectations must not be raised.</p>
The loading at the top of the wall has increased significantly by the building of a new structure, and this additional load surcharge has overloaded the wall	This is not landslip, as the wall has failed because of the applied pressure. Further, the damage is likely to be excluded under the accidental damage cover if exclusions above apply.
Significant plants, roots and vegetation have damaged the wall structure or jointing causing it to lose structural integrity	No cover as the collapse is due to gradual deterioration, rather than an insured cause, even though failure may occur on the occasion of an insured event e.g. during a storm.
Ground water runoff has flowed into free draining material behind the wall and the lack of working weep holes has resulted in a build up of water pressure behind the wall structure causing its collapse.	This is not damage caused by landslip, it is unlikely to be storm or flood damage and even if operation of the peril is agreed considerations should be given to general and peril exclusions. It is unlikely to be covered under the accidental damage optional extension.
The wall is built on a sloping site which has been affected by landslip and this landslip has moved the retaining wall and its foundation in its entirety.	Landslip – however there may be restrictions in cover unless the house or home as defined in the policy is damaged by the same cause at the same time.
High winds have either caused the collapse of a free standing upper section of the retaining wall or caused a tree to fall and damage the wall.	Storm – however high winds themselves are unlikely to cause a well maintained wall to collapse through the action of wind pressure or suction on the wall face on its own. It could however be the “straw that broke the camel’s back” and such claims should be declined. Where a tree has fallen onto the wall and is the proximate or dominant cause of damage, this is likely to be covered under the standard perils of a home insurance.
The remaining section of wall has a significant lean or areas of bulging that is evidence of previous and historic damage or long term movement.	No cover as the collapse is due to gradual deterioration, rather than an insured cause, even though failure may occur on the occasion of an insured event e.g. during a storm.
Drainage or water mains immediately behind the wall has failed and this has caused a section of the wall to be damaged by water pressure.	Escape of water – assuming there is evidence as to the source of water and causal link to the damage. The escape of water must be the proximate or dominant cause rather than a subordinate contributory cause.





The two contrasting Ombudsman's decisions below illustrate that if a wall does not have weep holes and there is a possibility that ground water may have very rapidly built up behind the wall and caused extra weight and pressure to cause collapse that may be considered as Flood. However a full investigation is always required to establish causation first.

73/08 insurer rejects claim for collapse of garden wall and resulting damage

The retaining wall at the end of Mrs K's garden collapsed after a short period of exceptionally heavy rainfall, causing extensive damage to her garden, garden shed and garden furniture.

However, her insurer turned down her claim. It said that the wall (which was over 140 years old) had collapsed because of its poor construction and its age. Mrs K's policy only provided for specific perils and events, such as storm or flooding. The insurer said there was no evidence of storm conditions or flooding in the period leading up to the collapse of the wall, so there were no grounds on which Mrs K could claim under her policy.

Extremely unhappy with this response, Mrs K instructed a surveyor to inspect the collapsed wall and produce a report about it, which she then sent to the insurer. The surveyor said the wall had been in a good state of repair. Its collapse had not come about because of its poor construction or its age, but because a substantial amount of water had built up behind it. In the surveyor's view, the wall's age was relevant only in so far as it meant the wall lacked features such as "weep holes" that a more recently-constructed wall would have had – and that might have helped it to withstand the water pressure.

The surveyor's report included weather records showing that in each of the three months before the wall collapsed, the rainfall in that part of the country had been considerably above the regional average. In the month immediately before the wall collapsed, the rainfall was the highest ever recorded in that area for a single month. The insurer did not respond to Mrs K for some considerable time after receiving this report. When it did eventually contact her, it simply confirmed that its position had not altered and it did not consider there were any grounds for paying her claim. Mrs K then came to us.

Complaint upheld

We had little sympathy with the insurer's argument that the faulty construction of the wall was to blame for its collapse. Modern construction methods are not the same as those in use 140 years ago, and insurance cannot be offered on the basis that old structures must conform to more recent building standards.

The more difficult issue to decide was whether the damage to the wall had been caused by "flood". The insurer had been correct in saying no flooding had taken place in the area. However, the problem had not arisen as a result of rising surface water but because of the very rapid build-up of water behind the wall. We concluded that this could, in itself, constitute a "flood". We said the incident was therefore covered under the terms of the policy and that the insurer should pay Mrs K's claim. We said it should also pay her £750 in recognition of the distress and inconvenience she had suffered as a result of its excessive delay in progressing her complaint and dealing with her queries about it.

98/11 dispute over claim for collapse of a retaining wall that policyholder says was caused by flooding

Mr C put in a claim to his insurer when a retaining wall in his garden collapsed after heavy rainfall that he said amounted to a 'flood'. His garden was on sloping ground and the wall, which was over 100 years old, had been holding back earth between the garden and the patio next to his house.

The loss adjuster appointed by the insurer inspected the damage and reported that it could not be attributable to an 'insured event'. Instead, the loss adjuster said the main cause of the damage was gradual deterioration over a long period of time. As this was not covered under the policy, the insurer refused to pay the claim.

Mr C complained about this. He said he was sure the damage was covered – and that if the insurer would not meet the claim under the 'storm and flood' section of the policy, then it should do so under the section that covered 'landslip'.

The insurer disagreed. The policy stated that a claim for landslip could only succeed in these particular circumstances if Mr C's house or garage had been affected at the same time. This had not happened and the insurer re-stated its view that the cause of the damage was gradual deterioration over a long period of time, something that was not covered by the policy. Mr C then referred his complaint to us.

Complaint not upheld

Typically, for a flood claim to succeed, there would need to have been an accumulation of water, even if it had built up gradually. In this case there was no evidence of any build-up of water behind the retaining wall.

The loss adjuster had established that the wall incorporated 'weep holes' for drainage. So to 'flood' the soil, the amount of rainfall would have had to be very substantial in order to overwhelm the weep holes and accumulate behind the wall.

We checked the local weather records for the day of the incident and concluded that there had not been sufficient rainfall to have caused this type of flooding in this location.

We also looked at whether the damage might reasonably be attributed to a 'storm'. There was no dispute that there had been some heavy rainfall in the period leading up to the damage. However, there was no evidence of the high winds normally associated with storm conditions. And we thought it unlikely, in any event, that a storm could have been sufficient, on its own, to cause the wall to collapse.

We confirmed that the policy conditions excluded damage to the wall caused by landslip in the absence of damage to the house or garden.

We explained to Mr C why we did not think the insurer had acted unfairly or unreasonably. We did not uphold the complaint.





Can retaining walls be repaired?

If a retaining wall is providing direct support to a dwelling or highway behind it then Building Regulations may require the collapsed wall to be reinstated to current structural design codes (albeit walls supporting a highway are likely to be the responsibility of the Highways authority).

This may require the services of a structural engineer to design the wall to support the loads and costs may be high as a result – costs in excess of £1,300 per m² of wall are not unusual if gabion baskets are not an acceptable or viable option. If the wall is in a conservation area or part of a listed building then planning permission and Listed Building Consent may be required.

However with complex engineered structures costs will be heavily influenced by aspects such as accessibility; the height of earth being retained; and geotechnical and loading characteristics.

Otherwise retaining walls that are part of a domestic dwelling (e.g. in a garden, at a boundary or along a stream bank and not supporting a highway) do not require building regulation approval. The wall should be reinstated in a structurally adequate and economical form however policy liability is usually limited to the cost of matching construction repair and any significant upgrading of the structure or rebuilding of adjacent undamaged sections may have to be considered as betterment.

A collapsed section of a retaining wall can generally be rebuilt in isolation, often reusing the original materials, to adjacent undamaged sections with movement joints placed between the new and adjoining sections.

Dry stone walls up to 1.5m high can be reinstated following guidelines issued by the Dry Stone Walling Association but over 1.5m may require design input from a structural engineer, see web link: <http://www.dswa.org.uk/leaflets.asp>

Is the cost of rebuilding the retaining wall factored into the sum insured?

Regardless as to whether the claim relates to a retaining wall, the sums insured should routinely be checked to establish whether it is adequate in the event of a total loss.

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