**Financial
Ombudsman
Service**

The complaint

Mrs H complains Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim she made on her home insurance policy following damage caused by a storm.

What happened

In late 2021, Mrs H made a claim under her home insurance policy for storm damage to a garden wall. Whilst RSA accepted there were storm conditions around the time the damage happened, it declined the claim. It said the wall had fallen as a result of gradual damage, which isn't covered under her insurance policy.

Unhappy with RSA's response, Mrs H brought the complaint to our service. Our investigator upheld it. She was satisfied that the storm was the main cause of the damage, and so said RSA had acted unfairly in declining the claim.

RSA didn't agree, so the matter has come 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.

When we look at storm damage cases we ask three questions:

- has it been shown, on balance, there were storm conditions on or around the date the problem occurred?
- is the nature of the damage consistent with storm damage?
- were the storm conditions the main or dominant cause of the damage?

If the answer to all these questions is 'yes' then the claim will succeed. But, if the answer to any of the above questions is 'no' – the claim won't succeed under this section of the policy.

In this case, RSA accepts there were storm conditions, so I haven't considered this further. And having reviewed the photographs of the damage, I find a wall collapsing is consistent with storm damage. So I consider the key question here is the third question.

RSA considers the wall to have been in a poor condition before the storm. It has said that if the wall had been in a better condition, it wouldn't have been damaged by the storm.

RSA has provided a number of photographs, it says these show the base of the wall was covered in 'black mulch' which meant the brickwork has lost its bond with the mortar, meaning it wasn't functioning correctly. It says this mulch would have happened over time, and so it can't be said the damage was caused by a one-off storm event.

I've reviewed the photographs. I can see a small section of the 'black mulch' RSA refers to, but I can't see that this runs along the entire base of the wall. From what I've seen it is a relatively minor section of wall affected by this. The rest of the wall looks in good condition, there is no foliage covering it which may weaken the mortar, and I've been provided with photos from before the storm, these show no cracks or leans to the wall. I don't think the photos I've seen support RSA's position that the wall was '*effectively a wall stacked loosely on top of footings*'

I've also considered the exceptional wind speeds in this case. The nearest weather station is around 14 miles away from Mrs H's property near a major city, it recorded storm force winds of 74mph, which is strong enough to be considered a hurricane according to the Royal Meteorological Society. But given the location of Mrs H's property, in a rural village located on a hill, I'm satisfied that the wind speeds were likely even higher there. So it seems reasonable to me that a wall in an otherwise good condition may be blown over by these strength winds.

Whilst I accept there is some evidence of wear and tear to the wall, I'm satisfied based on what I've said above, that the storm was the *main* or *dominant* cause of the damage. So I don't think it would be fair and reasonable for RSA to rely on its exclusion for gradual damage to decline the claim. To resolve the complaint RSA needs to settle the claim in line with the remaining policy terms.

My final decision

My final decision is that Royal & Sun Alliance Insurance Limited should settle Mrs H's claim for storm damage in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 24 May 2022.

Michelle Henderson
Ombudsman