

The complaint

Mr and Mrs M complain Royal & Sun Alliance Insurance Limited (RSA) have unfairly declined their buildings insurance claim.

All references to RSA also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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 agree with the conclusions reached by the investigator for these reasons:

- RSA said Mr and Mrs M's contractor told it the damage was likely due to the age of the window. RSA declined the claim as the policy excludes cover for wear and tear.
- However, I've not seen any evidence of inspections to the window, or a report from Mr and Mrs M's contractor to confirm this as the *actual* cause of damage to the window.
- Mr and Mrs M needed to get repairs done quickly, so I understand this would have prevented RSA doing a physical inspection, but I don't think there is enough evidence to persuade me the exclusion was fairly applied in the circumstances.
- Mr and Mrs M said the window hinge broke whilst opening it. And I can see they are covered for accidental damage under the policy – which it defines as sudden, unexpected, and visible damage that hasn't been caused on purpose.
- Having reviewed matters, I'm not satisfied RSA has done enough to evidence the wear and tear exclusion applies in the circumstances and on balance I'm more persuaded the window hinge was damaged in the way Mr and Mrs M have said. And I think the way the incident is described meets the policy definition of accidental damage. So, I think the claim should have been considered under this section.

So, for these reasons, I uphold this complaint.

Putting things right

To put things right, I direct RSA to:

- Pay Mr and Mrs M the cost of the repairs, less any applicable excess payment. On production of sufficient evidence, such as invoices or receipts.
- RSA should also add simple interest of 8% to this amount from the date the amount was paid by Mr and Mrs M, to the date RSA makes payment to them.

My final decision

My final decision is that uphold Mr and Mrs M's complaint.

I direct Royal & Sun Alliance Insurance Limited to do as I've set out above.

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

Michael Baronti
Ombudsman