

The complaint

Mr and Mrs P complain about Royal & Sun Alliance Insurance Limited's (RSA) poor communication and its decision to decline their claim for storm damage under their home buildings insurance policy.

What happened

In February 2022 Mr and Mrs P's garden wall was blown over during a storm. This caused damage to plants in a flower bed as well as other garden contents. Mr and Mrs P also reported damage to their chimney. They contacted RSA to make a claim. It arranged for a surveyor to inspect the damage. Following this, their claim was declined.

Mr and Mrs P say they had to do a lot of chasing and were unable to get a response from the surveying company RSA appointed. They felt they had to renew their insurance with RSA in August 2022 because of the ongoing claim. In addition, they say claim numbers kept changing as did email addresses they were given to make contact during their claim. Mr and Mrs P say they were made to feel they were lying about the damaged wall and found it very difficult to communicate with RSA's agents.

In its complaint response RSA says storm conditions were experienced in Mr and Mrs P's locality at the time of their loss. But its surveyor thought the underlying cause of the wall collapse was the deteriorated mortar joints, in addition to general wear and tear of the wall. RSA says it declined the claim based on its expert's opinion. However, it offered Mr and Mrs P £100 compensation for the delayed response from its surveyor, which meant they had to chase a number of times for information.

Mr and Mrs P didn't think this was fair and asked our service to consider the matter. Our investigator didn't uphold their complaint. He says RSA had reasonably relied on its expert's opinion that the storm wasn't the underlying cause of the damage. He says there is evidence of poor communication and delays that occurred during the claim. But he thought RSA's offer of compensation was reasonable.

Mr and Mrs P disagreed and asked for an ombudsman to consider their complaint.

It has been passed to me to decide.

I issued a provisional decision in June 2023 explaining that I was intending to partially uphold Mr and Mrs P's complaint. Here's what I said:

provisional findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

There are three questions we take into consideration when determining whether a claim for damage relates to a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline a claim.

RSA doesn't dispute that storm conditions were experienced at the time of Mr and Mrs P's loss. I've looked at a report from a weather station close to their home from around this time. It shows wind gusts up to 71mph were experienced. I think it's reasonable to accept that there were storm conditions. This isn't disputed by RSA. So, I can move on to the second question.

The damage Mr and Mrs P reported was to their garden wall. This collapsed during the storm. The wind speeds reported were very strong and it's possible for such winds to cause structural damage. So, I'm satisfied the answer to question two is also yes. This also isn't disputed by RSA.

The final point I must be satisfied with is that the storm conditions were the main cause of the damage. To understand whether this was the case I've read the report provided by RSA's surveyor. This says:

"On inspection of the garden/boundary wall, to the rear is a brick boundary wall which separates the vegetable garden at the end with single skimmed common bricks and this has collapsed as a result of deteriorated mortar joints as a result of storm wind. Due to the fragile condition of the mortar joints, the wall has now collapsed. The proximate cause is natural breakdown of materials, the mortar joints are extremely weak and brittle and the wall has collapsed into the garden as a result and this has fallen into mature shrubs in the garden. Part of the wall has been cleared and some remains. The wall would still be standing if the wall was in an OK condition. There is therefore no policy cover. Due to the coverage of the flat roof, the claim is to be referred."

And:

"We recommend however that there should be no policy cover on this claim as the proximate cause is deteriorated mortar works between the bricks and the wall, which is extremely brittle. The collapse would have been inevitable."

Having considered the surveyor's report and the photos provided, I'm more persuaded that the underlying cause of the damage is due to deteriorated state of the mortar. From the claim records I can see RSA also comments in its decline decision that the photos show the mortar has fallen away from the bricks cleanly. It says this shows the lack of adhesion between the bricks and the mortar. RSA says this meant there was no bond keeping the materials together.

I've carefully considered the photos provided along with the surveyor's comments. I don't think RSA's decision to decline the claim was unreasonable based on this evidence. I don't dispute that the strong winds resulted in the collapse of the wall. But a well-constructed and well-maintained wall, in good condition, should be able to withstand storm force winds. I think RSA's view that the deteriorated state of the mortar allowed the storm force winds to cause the damage, is fair in describing what happened here.

I've read the exclusions section set out in Mr and Mrs P's policy terms. This says:

“Wear and tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin (except for cover 6 under Home Emergency cover), fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.”

I think the policy terms are clear that gradual causes are excluded from cover. Based on this evidence, although I’m sorry Mr and Mrs P’s wall collapsed, I’m satisfied RSA fairly declined their claim for the reasons it gave.

I’ve thought about Mr and Mrs P’s comments that they found it difficult to get through to RSA, and its agents, when trying to progress their claim. I can see from the records provided that they were in regular contact. RSA doesn’t dispute that there were delays and some ineffective communication throughout the handling of this claim. It offered Mr and Mrs P £100 compensation to acknowledge the distress and inconvenience this caused.

The claim records show Mr and Mrs P were also given £50 compensation, in March 2022, as a payment for the poor communication provided by RSA’s surveyor.

In the circumstances described I think it’s reasonable that RSA should compensate Mr and Mrs P. I think the amount offered was fair for the communication issues and initial delays. However, Mr and Mrs P communicated other losses they incurred during the first notification of loss call. This included contents in their garden, as well as damage to their chimney and internal damage due to water ingress. I can see from RSA’s records that its agent noted these elements of the claim needed addressing. This wasn’t done.

In its final complaint response RSA says Mr and Mrs P can confirm it they want the outstanding part of their claim considered. It’s appropriate that this option is available to them. But this should’ve been dealt with during the initial claim. This has caused further delays.

Having thought about all of this, I don’t think it was unfair for RSA to rely on its surveyor’s expert opinion and to decline the claim for the collapsed wall. But it didn’t handle Mr and Mrs P’s claim well. Aspects of their claim have yet to be considered and based on the claim notes these losses are covered under their policy. I think it was fair to offer compensation for the communication issues and delays. But I don’t think this adequately acknowledges the impact on Mr and Mrs P.

In these circumstances I think an additional compensation payment is fair. RSA should provide an additional £100 to acknowledge the distress and inconvenience it caused.

I said I was intending to uphold this complaint in part and RSA should pay Mr and Mrs P a further £100 compensation.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

RSA didn’t respond with any further comments or information for me to consider.

Mr and Mrs P responded in detail. In summary they say they felt they were being accused of damaging the wall themselves and that the storm was stronger than identified in my provisional decision. Also, that the wall hadn’t “collapsed” it had been “blown down”.

In their response Mr and Mrs P describe how the named storm caused a great deal of damage throughout the UK. They say the strength of the wind is the reason their wall blew down.

Mr and Mrs P say they're worried they may be refused insurance in future because of the accusation they made a false declaration. They say they gave an accurate estimate of the percentage of flat roof at their property when the policy was taken out.

Mr and Mrs P says the wall took the full brunt of the storm and refer to a large tree that was blown down close to their home. They also highlight the stress caused by the letter they received threatening to cancel their cover. Mr and Mrs P have sent press articles relating to the storm. As well as an internet search that refers to wind speeds up to 78mph having been recorded during the storm.

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'm not persuaded that a change to my provisional decision is warranted.

I've thought carefully about Mr and Mrs P's further comments. I don't dispute that very strong winds were experienced in their locality during the storm. However, as I explained, a well-constructed wall in good condition, should withstand the effects of storm force winds.

In my provisional decision I referred to the expert opinion provided by RSA's surveyor. I'm not an expert in this field so where possible I will refer to those who are. It's clear from the surveyor's findings that the underlying cause of the damage was the deteriorated state of the mortar joints in the wall. The storm force winds made the wall fall down – but this wouldn't have happened if the wall had been in a good condition.

I note Mr and Mrs P's comments that the wall was blown down, as opposed to it collapsing. I used this wording in my provisional decision. I acknowledge their point. But this doesn't impact on my findings. RSA declined the claim fairly based on the deteriorated condition of the wall.

I'm sorry Mr and Mrs P were caused upset and felt they were being accused of causing or allowing damage to happen to their wall. But based on the information I've seen RSA didn't make this accusation - it found the damage resulted from the deteriorated state of the mortar.

I acknowledge Mr and Mrs P's concern that they think they could be penalised when obtaining insurance in future for having made a false declaration. I can see RSA's surveyor did highlight a discrepancy in his report about the percentage of flat roof area that had been declared when the policy inceptioned. But I can't see that any action was taken as a result of this. The claim was declined because of deteriorated mortar in the wall not because of a misrepresentation about the flat roof. RSA doesn't mention this in its response to Mr and Mrs P's claim or in its response to their complaint.

I'm sorry Mr and Mrs P are disappointed with my findings. I can understand why they expected their policy to cover the cost of repairing the damage caused by the storm. But I'm satisfied RSA acted fairly when relying on its policy terms to decline their claim. I think communication could've been better, and RSA failed to deal with the remaining losses Mr and Mrs P claimed for, relating to a chimney and damp. Because of this I think it's fair that RSA pays them a further £100 compensation for the distress and inconvenience this caused.

But I'm not persuaded that a change to my provisional findings is warranted.

My final decision

My final decision is that I uphold this complaint in part. Royal & Sun Alliance Insurance Limited should:

- pay Mr and Mrs P an additional £100 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs P to accept or reject my decision before 23 August 2023.

Mike Waldron
Ombudsman