

## **The complaint**

Miss E complains about Royal & Sun Alliance Insurance Limited trading as RSA Insurance (“RSA”) and their decision to decline the claim she made on her home insurance policy.

## **What happened**

The claim and complaint circumstances are well known to both parties, so I don’t intend to list them chronologically in detail. But to summarise, Miss E held a home insurance policy, underwritten by RSA, when she believed her home had been broken into. So, as Miss E felt her rear window frame had been damaged because of this, she contacted RSA to make a claim.

RSA attempted to validate Miss E’s claim and they instructed a glazing expert, who I’ll refer to as “V” to inspect the damage at Miss E’s home. Having done so, V provided a report explaining why they felt the damage to Miss E’s rear window had been caused by wear and tear, rather than a break in. Because of this, RSA declined Miss E’s claim. Miss E was unhappy about this, so she raised a complaint.

Miss E didn’t agree with the opinion of V, providing RSA information that she felt showed a break in had occurred. And she explained why she felt the safety of her home had been compromised and wanted the locks of her home to be changed by RSA.

RSA responded to the complaint, explaining why they felt they had acted fairly when declining the claim relating to the rear window. And while they didn’t think they had seen evidence to show a break in had occurred, they explained they would be willing to instruct V to reattend Miss E’s property to inspect the door locks, or they invited Miss E to arrange this herself and provide her contractors report to them for consideration. Miss E remained unhappy with this response, so she referred her complaint to us. RSA provided our service with their consent to continue with our investigation, considering Miss E’s referral was made more than six months after RSA’s complaint response.

Our investigator looked into the complaint and didn’t uphold it. They set out exactly what our service was able to consider, acknowledging Miss E’s unhappiness with other organisations but explaining why this hadn’t impacted their investigation. And they explained why they thought RSA had acted fairly, and within the policy terms, when declining the rear window claim. So, they didn’t think RSA needed to do anything more. They also explained should Miss E want RSA to arrange for her locks to be inspected, she should confirm this with RSA who will then consider whether this would fall within the scope of the policy they provide.

Miss E didn’t agree, providing several comments setting out why. These included, and are not limited to, her continued belief that there was evidence of a break in and so, the claim should’ve been accepted. Miss E also referred to ongoing issues she had with other organisations, including the police.

Our investigator considered Miss E’s comments, but their opinion remained unchanged. And

they reiterated again that our service was only able to consider the service provided by RSA. Miss E continued to disagree and so, the complaint has been passed to me for a 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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Miss E. I recognise Miss E believes strongly that she was the victim of the break in, and I don't intend to dispute her testimony regarding what she thinks happened, and why. So, as Miss E felt her rear window had been damaged during this break in, I can understand why she would contact her home insurance provider at the time to make a claim for the damage repairs. And when RSA declined the claim Miss E made, I can understand why she would feel unfairly treated and choose to complain.

But for me to say RSA should do something differently here, for example reverse their original claim decision, I first need to be satisfied they have done something wrong. So, I'd need to be satisfied RSA failed to act within the terms and conditions of the policy Miss E held when declining the claim. Or, if I think they did act within these, I'd need to be satisfied RSA acted unfairly in some other way. In this situation, I don't think that's the case, and I'll explain why.

But before I do, I think it's important for me to set out exactly what I've been able to consider, and how. It's not my role, nor the role of our service, to re-underwrite the claim as we don't have the expertise to do so. So, I won't be speculating on how I think the claim should be settled. Instead, it is my role to consider the service RSA provided, and the actions they took, to decide whether I think they acted fairly and reasonably based on the information and evidence available to them. And when doing so, I've thought about what I think another insurer is most likely to have done, in the same situation.

I recognise Miss E made several comments about her situation, and other organisations that she feels have treated her unfairly and conspired against her. While I don't in any way dispute Miss E's feelings, and testimony, this decision must focus solely on the actions of RSA, in their role as the insurer of her home insurance policy. So, while I recognise why Miss E may feel other external circumstances are relevant, these aren't something I've been able to consider, or allow to impact my decision, as they fall outside of our service's jurisdiction.

And I also want to make it clear that this decision is only able to consider any actions RSA took up to the point of their complaint final response, issued in September 2022. Any issues Miss E has with the service RSA provided after this date would need to be raised with RSA separately, with them being afforded the opportunity to respond within their own complaint process.

So, my decision will focus solely on the actions RSA took, and the service they provided, during the claim Miss E made for the rear window damage, following the suspected break in.

I can see Miss E's initial claim was for the damage to her rear window damage only. So, RSA took steps to validate this claim as I'd expect them to do, instructing V to inspect the

damage.

I've read V's report at length. And this sets out V's opinion that the window wasn't broken into, or damaged by a potential break in. Instead, they thought the damage was caused due to rot that had happened a long time ago, providing images to support their conclusion. As V were the expert in the situation, and the business who attended and inspected Miss E's home, I don't think I can say RSA were unfair or unreasonable to rely on this report and decide the damage Miss E was claiming for was caused by rot, rather than a break in.

I've then read through the terms and conditions of the policy Miss E held. And these explain within the *"General conditions and exclusions"* section that *"No cover is provided for wear and tear, maintenance or anything that happens gradually"*.

So, as V stated the damage was caused by rot, which happened a long time ago, I think RSA were fair, and acting within the conditions of the policy, when relying on this exclusion to decline the claim. So, I don't think they need to do anything more here.

And while I recognise Miss E then proceeded to request that they change her door locks, I note this request was made after RSA had instructed V to attend Miss E's property and crucially, after they declined the initial claim she made.

So, I don't think I can say they were unfair not to ask V to inspect the door locks on the same inspection, as they would have had no way of knowing Miss E wanted them to do so. I can see in RSA's complaint response, they offered to instruct V to reattend Miss E's property, with her agreement. Or, that she could arrange for this inspection herself through her own contractor and provide RSA with a report for them to consider.

I think this was a fair offer for RSA to make, as they are still entitled to validate a claim to ensure it's one that falls within the policy they provide, as insurance policies aren't designed to cover all eventualities. It is up to Miss E whether she decides to take RSA up on this offer moving forwards if she hasn't already.

I understand this isn't the outcome Miss E was hoping for. I want to reassure Miss E I've thought carefully about the circumstances of her claim and don't intend this decision to in any way take away from her lived experiences. But thinking about what I am able to consider, based on our services approach and the rules we work within, I don't think RSA have done anything wrong on this occasion.

### **My final decision**

For the reasons outlined above, I don't uphold Miss E's complaint about Royal & Sun Alliance Insurance Limited trading as RSA Insurance.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 29 October 2024.

Josh Haskey  
**Ombudsman**