

The complaint

Mr and Mrs S complained that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined their claim for damage to their property's boundary wall during a storm. RSA were providing a home insurance policy. Mr and Mrs S had representation for the complaint, but for ease and simplicity, I'll only refer to Mr and Mrs S.

What happened

Mr and Mrs S made a claim to RSA following a storm for damage to their roof which subsequently caused further impairment to the inside of the property through rain entering. They also claimed for a collapsed boundary wall.

RSA appointed a loss adjuster who declined all parts of the claim on RSA's behalf. When Mr and Mrs S complained, RSA decided to overturn the decision in relation to the roof and the internal damage and it settled this part of the claim.

Mr and Mrs S are unhappy their wall still isn't being covered by their policy. The loss adjuster said the storm wasn't the main cause of damage, but it highlighted a natural breakdown of materials in the wall, causing its strength to deteriorate over time. So, it relied on an exclusion in the policy to decline the claim.

Our investigator decided not to uphold the complaint. She thought RSA was fair in declining the claim. She thought RSA was reasonable to rely on the report provided by an expert (the loss adjuster). Mr and Mrs S disagreed, so the case has been referred to an ombudsman.

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 our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

As RSA has agreed storm conditions were present at the time of the incident, I will move onto the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Having reviewed weather reports at the time of the incident, the storm was strong with gusts reported up to 81mph. It's rare for such strong winds, so yes, I think it's possible a storm of this strength could've caused devastation and potentially caused damage to a boundary wall.

Were the storm conditions the main cause of the damage?

RSA has said the storm wasn't the main cause of the damage but said there had been a natural breakdown of materials over time that had weakened the wall. So, when the storm came it was able to blow the wall over.

I've checked the policy and it doesn't cover *"any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration"*. Therefore, if RSA has provided sufficient evidence that there was a breakdown in materials, then I'm unlikely to uphold this complaint.

I've reviewed the comments that were recorded by RSA's appointed loss adjuster who visited the property to review the damage.

The loss adjuster said the wall had been in place for at least 30 years and he made some general comments to the way it was constructed. He said the general condition of the wall was poor, with significant decay and deterioration to the mortar works. He said some of the bricks were broken individually.

I'm not an expert in wall construction, my role is to assess whether I think what has been reported by the expert is reasonable based upon the evidence provided. I think the photographs of the fallen wall do show a high level of mortar deterioration, you can see that a lot of the mortar has broken off into smaller pieces.

I see that RSA's internal team has also reviewed the report again once the complaint was made and has confirmed it agrees with the findings. So, with no other expert reports contradicting these findings, I don't uphold this complaint. I think RSA has acted fairly.

If Mr and Mrs S can provide further evidence by commissioning their own expert and it contradicts the loss adjuster's findings, or if they can provide evidence of the wall being recently maintained, then I don't have any reason to doubt that RSA would reasonably consider this.

I appreciate this will be extremely disappointing for Mr and Mrs S, but I'm persuaded by the evidence that has been provided by RSA and I don't have any other evidence to sway me the other way. I think it's most likely the deterioration of the mortar was the main cause of the damage. I appreciate the wall would likely have stood for longer if the storm hadn't occurred, but I think it's likely a later storm would've caused the same damage to a weakened structure.

My final decision

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 2 January 2025.

Pete Averill
Ombudsman