

## **The complaint**

Mrs M has complained about her property insurer Royal & Sun Alliance Insurance Limited because it refused to cover the cost of scaffolding and a replacement gutter at her home.

## **What happened**

Mrs M had water come in through her lounge ceiling. She notified RSA. Mrs M had contractors attend her home. They installed scaffolding and found seagulls had nested in the valley gutter, which during a storm, had caused the gutter to block and overflow, resulting in the internal damage. The gutter was replaced with one of wider and deeper flow to prevent damage from occurring in the future.

RSA said it would cover the cost of the internal damage. But not that for the replacement gutter or scaffold. Mrs M felt that was unfair. She noted there was cover for removing nests on the policy – she noted that did refer specifically to wasps' or bees' nests, but also that seagulls were not specifically excluded. She felt she had been paying RSA to cover her in the event of unexpected damage occurring, which she felt was what had happened, but she'd been left with the bill of nearly £2,000 (for guttering and scaffold). When RSA wouldn't change its position, Mrs M complained to the Financial Ombudsman Service.

Our Investigator explained that the cover for removal of nests was given for removing wasps' or bees' nests only. Also that the builder had confirmed there was no damage to the roof – the work done had been purely for preventative reasons. So she felt RSA had correctly declined liability for the guttering and scaffold costs.

Mrs M said she might be able to accept the guttering cost wasn't covered. But she said the scaffolding had been necessary for the builder's safety and to ascertain the cause of internal damage. So she still felt those costs should be paid. When our Investigator explained that with the external works not covered, the scaffolding costs weren't either, Mrs M asked for an Ombudsman's 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.

I appreciate that this was a distressing time for Mrs M. I understand she is disappointed that the policy did not cover her for these unexpected costs. However, as Mrs M herself said, she expected the policy to give her cover in the event of unexpected damage. And RSA did offer reimbursement of the costs Mrs M incurred for *damage* – the ceiling repair costs.

I know Mrs M accepts now that the gutter was not damaged – and therefore it was not something RSA reasonably had to pay for under the policy. So that logic must, therefore, continue to apply to the scaffold used to safeguard the builder while completing that uninsured work.

I realise Mrs M also thinks that the scaffolding costs should be covered because they were necessary to ascertain what had caused the internal damage. But the cost of determining the cause of damage is not something which is covered for by the policy. And it wasn't necessary to erect scaffolding to carry out the insured, internal repairs. Once the roof was accessed via the scaffolding, it was found there was no damage, so the scaffolding was not required to resolve damage covered by the policy. As such its fair and reasonable for RSA to decline to cover the cost of scaffolding which Mrs M incurred.

I appreciate that the policy does offer some cover for removal of nests. But the policy is clear that is for wasps' or bees' nests only. It is up to an insurer what it chooses to offer cover for and what it does not. I'm not sure why RSA has chosen to include this particular specific cover. But it seems to me that may be because removal of these type of nests can be dangerous and usually has to be done by a trained professional. That is not usually the case where birds' nests are concerned.

I know Mrs M has checked her policy and has noted that RSA doesn't say it won't cover the costs of removing birds' nests, or specifically seagulls' nests. But a policy does not have to explain what is not covered. If an insurer had to list everything which was not covered the policy would be unwieldy. Rather an insurer must clearly set out what is covered, and, in respect of conditions and exclusions, what is expected from a policyholder and in what certain circumstances cover offered might not apply. I'm satisfied the policy is clear.

I realise this event has caused Mrs M a financial burden she was not expecting to encounter. I know that my decision will disappoint her and that is regrettable. However, I can only reasonably require an insurer to reimburse costs fairly covered by the policy or, in some instances, where an insurer's failures have caused costs to be incurred. Neither of those situations applies here. So I can't fairly and reasonably require RSA to cover the costs Mrs M incurred in checking her roof, removing the birds' nest and replacing the gutter.

I understand that Mrs M did not pass details to RSA to allow it to pay her costs for the internal damage. If Mrs M would like to receive that settlement, which she is fairly due under the cover she has paid for, she should contact RSA.

### **My final decision**

I don't uphold this complaint. I don't make any award against Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 12 February 2025.

Fiona Robinson  
**Ombudsman**