

The complaint

Mr P and Mr P complain that Royal & Sun Alliance Insurance Limited trading as More Than, ("RSA") unfairly declined the majority of their claim for damage caused by a fallen tree following a storm.

Only one of the joint policyholders has corresponded with this service throughout our consideration of this complaint, so for ease I'll refer to only one Mr P in this decision.

What happened

Mr P made a claim to his insurer, RSA, when a tree at his property fell and caused damage to his back garden. A third of the tree remained standing and Mr P had concerns that it would also fall and either harm people, or further damage property, or both.

RSA declined the claim. It said that under the terms of his policy, the damage wasn't covered. It did agree to cover the cost of some of Mr P's damaged contents, up to the policy limit of £250.

Mr P complained. He said his policy provided full coverage and there'd been no action of any kind despite the urgency of the matter, and this had caused him severe stress and affected his health.

RSA said it had declined the various aspects of the claim correctly and in line with the policy terms and conditions. It said it had declined damage to the fence as that was specifically excluded under the storm section of the policy, and the removal of the tree wasn't covered as it hadn't caused damage to any buildings.

It said the cover for damage caused by falling trees was limited to £250 which it had agreed to pay, as well as £200 for distress and inconvenience caused by some failings in the level of service it had provided.

Mr P didn't accept RSA's conclusions. So he referred his complaint to this service. Our Investigator considered the complaint, but didn't think it should be upheld. She said whilst RSA's service fell short of what was expected, she found the compensation it had offered to be fair. And she also said RSA hadn't acted unreasonably when deciding not to cover any additional damage to the garden, because storm damage wasn't included in the term which covered that type of damage.

Mr P didn't agree with our Investigator's view, and asked for his complaint to be referred to an Ombudsman. The complaint has therefore come 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mr P and RSA have provided. Instead, I've focused on

those I consider to be key or central to the issues in dispute. But I would like to reassure both parties that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly; provide reasonable guidance to help a policyholder make a claim and give appropriate information on its progress; and not unreasonably reject a claim. It should also settle claims promptly once settlement terms are agreed. I've kept this in mind while considering this complaint together with what I consider to be fair and reasonable in all the circumstances.

When making a claim on an insurance policy, it is for the insured – so in this case Mr P – to demonstrate he's suffered a loss covered by the policy. If he can do so, then RSA will need to accept the claim unless it can show it can fairly rely on a valid exclusion to decline it.

Insurance policies aren't designed to cover every incident that might occur. An insurer will decide which risks it's willing to cover and set these out in the terms and conditions of the policy document. The test then is whether the claim falls under one of the agreed areas of cover within the policy.

In Mr P's case, I can see the policy held was an older policy, so in fairness to Mr P, RSA has said it checked the cover available under not only Mr P's policy, but also under three newer policies – to see if the newer policy terms might be beneficial to Mr P. Unfortunately, having looked at all the policy documents provided, I can't agree that the cover Mr P is seeking is available to him under the terms of any of the policies.

It's important to first look at how the policies define "Buildings". These are defined as "the home, landlords' fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences, hedges and gates."

That definition however, means there's no cover available for removal of the tree or the majority of the damage caused by the tree. This is because the policy says: "The buildings are insured against loss or physical damage by the following causes". It goes on to list a number of causes such as falling trees or storms. So, as the fallen tree didn't cause damage to anything listed in the definition of "buildings" (aside from the fence which I will address below), this means the policy doesn't provide cover for the damage, because those areas defined as "buildings" weren't impacted, other than the fences.

The damage to the fences also isn't covered, as the policy terms say under the "Storm or flood" peril, that "Damage to fences, hedges or gates" is specifically excluded. The policy further states under the "Falling trees or branches" peril, that "Damage to fences, hedges or gates resulting from storm or flood" is excluded.

The policy does cover: "Loss or damage by any cause insured against under paragraphs 1, 4, 5, 6 and 10 occurring in the open within the boundaries of the land belonging to your home to trees, shrubs, hedges, bushes, lawns and plants." But the paragraphs mentioned don't include damage caused by a storm. So damage to these areas isn't covered in this instance.

RSA has also mentioned cover in one of its policies for "Loss or damage to your trees, shrubs, hedges, bushes, plants and lawns outside your home while in the open on the land belonging to your home which are owned by your family". But again this cover does not extend to damage caused by a storm and only includes cover for damage caused by

vandalism, theft, collisions involving vehicles or animals, and subsidence, among other things. It follows therefore that I don't consider RSA to have declined those aspects of the claim unfairly.

RSA agreed to cover some of the damaged contents up to the policy limit. I can't say it's acted unreasonably here, as policy limits are set out on the policy schedule, which says "What is insured? Contents in your garden/outbuildings cover up to £250". RSA therefore isn't liable for any damage above that policy limit.

It's not in dispute that RSA could've provided a better service to Mr P. Mr P has said RSA has caused him harm and distress by its handling of the claim. I don't doubt the impact the claim has had on Mr P and I have a great deal of empathy for him given the circumstances of this complaint. However, my role is to consider whether RSA has acted fairly and in line with the terms of the policy Mr P holds with it. And for the reasons I've given above, I've found that it hasn't declined aspects of the claim unreasonably.

Where I've identified any failings in the level of service RSA provided, I consider RSA to have offered Mr P fair compensation for these. I'm satisfied that £200 reflects the fact that there were some communication delays and some mixed messages given during the course of the claim. I've looked at the timeline of the claim and I can't see that there were significant delays. And I don't consider RSA made an unfair decision about the claim, so I think £200 compensation is fair and reasonable in the circumstances.

I've read the extensive and detailed submissions Mr P has sent to this service. He believes his insurance wholly covers what's happened and all his losses. But I've found that his policy doesn't provide cover for the majority of damage he's claimed for, so whilst I can understand his frustration, I don't agree with Mr P's assessment of the situation.

I'm very sorry to hear of the health issues Mr P has experienced, and I have no doubt that this decision is not what he's been hoping for. But I've considered his complaint carefully, having thoroughly examined his policy and all the evidence to see if any more can be done. And whilst I'm sorry to disappoint Mr P, I haven't found there to be any further cover available to him for what's happened, so I'm not going to require RSA to do anything differently here.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mr P to accept or reject my decision before 24 May 2025.

Ifrah Malik
Ombudsman