

The complaint

Mrs W complains that Royal & Sun Alliance Insurance Limited ('RSA') declined her claim for damage to furniture and another personal item.

Mrs W's policy was sold and is administered by a third party company on RSA's behalf and all her correspondence has been with this company. However, RSA is the policy underwriter, so her complaint is against RSA. Any reference to RSA in my decision includes the administrator.

What happened

Mrs W had an RSA home insurance policy. She believes someone has been illegally getting into her home since May 2022 damaging furniture and another personal item. She made a claim to RSA under her insurance.

RSA appointed its loss adjuster (LA) to inspect the damage. He found:

- There was "*no sign of damage to the window, handle or lock.*"
- Police confirmed there was no signed of force entry to Mrs W's home and they weren't taking the matter any further.
- He found some damage to the chairs but couldn't say whether this had been caused deliberately or was normal wear and tear.

Based on this report, RSA declined the claim. It told Mrs W there was no evidence of any break-in and no evidence that damage to her furniture had resulted from a break-in. Mrs W was unhappy with this and brought her complaint to this service.

Our investigator didn't recommend that the complaint should be upheld. He was satisfied that the LA's report showed that damage to furniture was likely due to wear and tear. He agreed with RSA that there wasn't any damage to locks, so he didn't think Mrs W's policy covered her for the cost of replacing these.

Mrs W didn't accept this, so the complaint was passed to me to make a final 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.

First, ombudsmen decisions are published so are written in a way that prevents the customer from being identified. Mrs W's personal circumstances – including the specific items that were damaged – are known to both parties so I'm not going to set them out here. If I'm vague about them it's to keep Mrs W from being identified not because I've ignored them or think them irrelevant.

It's also clear that Mrs W has been extremely distressed by this matter and she has my sympathies. However, my role is to decide whether RSA should have covered the cost of

repairing or replacing her damaged belongings.

When making a claim under a contents insurance policy, the onus is on the policyholder to show that an insured event – sometimes also called an insured peril – has occurred and this led to the damage being claimed. In this case, the police confirmed there was no evidence of a break-in and there's no evidence that any damage was caused deliberately. Unfortunately for Mrs W, this means I don't think an insured event has taken place.

Also, the LA thought any damage could have been caused by wear and tear. Page 18 of the policy booklet is clear that "*wear and tear, maintenance of your home and routine decoration*" aren't covered by Mrs W's policy.

I recognise that Mrs W feels very strongly about this, and she'll be disappointed with my decision. But based on everything I've seen; I can't say RSA has done anything wrong. For the reasons above, I think it acted fairly by declining the claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 27 February 2025.

Simon Begley
Ombudsman