

The complaint

Miss E complains that Royal & Sun Alliance Insurance Limited have declined part of her contents insurance claim following a burglary.

What happened

Miss E held contents insurance with RSA and raised a claim following a break in at her property in February 2022.

Among the items claimed for were some items that Miss E alleged had been damaged by the intruders during the break in.

RSA investigated this and their agents inspected the items being claimed for. They advised that the damage to some of the items appeared to be wear and tear rather than malicious damage and declined part of the claim.

Miss E complained but RSA didn't uphold her complaint, so Miss E brought her complaint to us.

One of our investigators looked into Miss E's complaint and she thought that RSA should replace one of the sofas and pay Miss E £100 as an apology for the miscommunication.

Miss E disagreed with our investigators view, and so the case has come to me to review

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.

Miss E raised a previous complaint with this service about her claim being declined and we recommended that the claim was reopened and settled in line with the terms and conditions of the policy.

Following this, a cash settlement was offered of £5424.68. However, there were a number of items excluded from that settlement, that Miss E argues should be included, so I've considered whether RSA have acted fairly and reasonably when declining to cover these items.

Fridge freezer, Washing machine, microwave and mini oven

Miss E has told our investigator that the fridge freezer and washing machine were fairly new items at the time of the burglary, but the microwave and mini oven were older.

RSA have declined the claim for these items as they have sent out an electrical specialist to examine the items, who has reported that the damage on them was more consistent with wear and tear than malicious damage.

I appreciate that Miss E says that the items were fairly new, and she has provided some proofs of purchase to support this. However, having viewed the photographs of the damaged items, I agree with the investigator that the damage shown is minimal and largely surface scratches which could easily have been caused by day to day use. So I can understand why RSA say the damage isn't consistent with malicious damage of the kind that is normally seen in burglaries, and is more akin to wear and tear, and I'm satisfied that RSA have acted fairly in declining this part of the claim.

I've also considered whether the damage could be covered under the accidental damage part of the policy. That policy defines accidental damage as:

'unexpected damage which happens suddenly and has not been caused on purpose or inevitably.'

I haven't seen any evidence to support a finding that the damage to these items happened suddenly, and it seems more likely it was as a result of use over time, and so I don't think RSA's approach is unreasonable here either. Damage caused by wear and tear is excluded under the policy and so I'm satisfied that this aspect of the claim has been fairly declined.

Sofas and armchair

Miss E says that damage was caused to two sofas and an armchair. One was a dark sofa which was downstairs, and the other was light sofa which was upstairs.

The dark sofa was assessed by RSA's assessor in November 2023, who said there was a small patch of damage that couldn't be cleaned, and recommended the sofa was replaced. In view of that, it should be replaced in line with the terms of the policy, and RSA have agreed to this.

Miss E says the light sofa was urinated on during the burglary, and so she disposed of it. Unfortunately, this meant that RSA's assessors were not able to see the sofa and assess whether or not it was cleanable, and it wasn't mentioned to RSA by Miss E until sometime after the claim, so they have declined this part of the claim.

I've reviewed the loss list and the claim notes and can't see that the sofa is mentioned. I appreciate that Miss E has provided me with a proof of purchase for the sofa from 2019, but this doesn't really assist her, as the onus is on her to show that the item was damaged, and as it has been disposed of, she can no longer do this. So, I don't think RSA have acted unfairly here in declining the claim as they were unable to establish whether the damage was cleanable.

Miss E has said that her armchair is damaged with a footprint, but RSA's assessors have said that the mark on the back cushion is not a footprint as it's too long and thin and is more likely as a result of crushing over a period of time. I've seen the photograph and while I accept it looks like a footprint, I don't think that RSA have unreasonably concluded that it's not, given that the length is different and the assessor's evidence suggests that it has been caused by sustained pressure rather than a one off kick.

The ottoman/footstool

RSA say the footstool can't be cleaned as the damage is from bleaching, but they don't consider there is sufficient evidence that it was maliciously caused as there is no other bleaching damage in the property. Again, given the lack of evidence I don't think that this is an unreasonable decision.

I'm also not satisfied that there is enough evidence for it to be classed as accidental damage, as there is no evidence that it happened suddenly.

Distress and inconvenience

There has clearly been some miscommunication between the cleaning company and RSA in relation whether the dark sofa was cleanable, with RSA not receiving the right information which would have enabled it to settle the claim sooner.

This caused confusion for Miss E when she was contacting RSA, and further added to the upset that she has been caused throughout this claim, so I'm recommending RSA pay further compensation as suggested by the investigator.

Putting things right

In order to put things right, I think that RSA should:

- Replace Miss E's dark sofa in line with the terms and conditions of the policy
- Pay £100 by way of apology for the miscommunication between the cleaner and RSA which resulted in the sofa not being replaced.

My final decision

My decision is that I'm upholding Miss E's complaint about Royal & Sun Alliance Insurance Limited and directing them to put things right as above.

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

Joanne Ward
Ombudsman