

## **The complaint**

Mrs F complains Royal & Sun Alliance Insurance Limited unfairly declined a claim she made on her home insurance policy when her boundary wall collapsed.

## **What happened**

In March 2024 the boundary wall of Mrs F's property partially collapsed. She made a claim on her home insurance policy for the repair of the wall, and some contents which had been damaged by the wall's collapse.

RSA declined the claim for the wall, it said it didn't think the wall's collapse had been caused by one of the events listed on the policy, such as storm, or subsidence. It accepted the claim for items damaged by the wall's collapse under the accidental damage section of the policy.

Mrs F complained about RSA's decision. She said she thought the wall had fallen as it had been "flooded" by persistent rain over a period of six to eight weeks. She said this 'event' isn't bound by any exclusions, and so the claim should be met. She said whilst RSA has said it only covers one off insured events, some of the perils listed in the policy happen over time, such as flood which can happen over days or subsidence which can happen over years.

As RSA didn't change its position, Mrs F referred her complaint to the Financial Ombudsman Service. Our Investigator didn't think RSA had been unfair in declining the claim. She said this Service considers rainfall, as well as windspeeds, when considering if there has been a storm. Whilst she could see rainfall heavy enough to possibly constitute a rainstorm had happened in Mrs F's area, she said that had been six weeks before the collapse of the wall. So she wasn't persuaded Mrs F had shown the wall had collapsed as a result of that storm.

Mrs F didn't accept that outcome. She said she was convinced the wall had collapsed due to water ingress during February and March 2024. She said the wall didn't collapse due to that single rainstorm in February, but as a result of heavy rainfall for around two months prior to its collapse. However, the event (i.e. the wall collapsing) happened on a single day, and so it should be interpreted as storm induced failure.

As the matter hasn't been resolved, it has come to me to decide.

## **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 to every point made or piece of evidence referred to by the parties. Instead, I'll focus on the key reasons for reaching the outcome that I have. But I'd like to reassure both parties that I've read and considered everything provided.

Mrs F has said she considers the wall failed due to water ingress caused by rain over a period of around two months. However, her policy doesn't provide cover for 'water ingress' owing to a sustained period of bad weather. So, for her to show she has a valid claim under the policy, she needs to show she's suffered damage caused by one of the events listed as covered by her RSA policy. Those most closely related to 'water ingress' are storm or flood. I don't think flood applies here, as there's been no suggestion the rainfall has resulted in any

flooding – i.e. the wall being submerged with water. So, I've considered whether Mrs F has shown she has a valid claim for storm damage.

This service has an established approach to assessing complaints about storm damage claims which have been declined. We ask three questions and, if the answer to any question is no, it is most likely that the claim was declined fairly and reasonably by the insurer. Which means it's likely that the complaint about the decline won't be upheld.

The first question to answer is 'was there a storm?' There is no definition of 'storm' provided in the policy. However, like our Investigator, I'm satisfied that on 7 February 2024, there was rainfall of such severity that it might be considered a rainstorm. However, it was around six weeks from the date of that rainstorm, until the date that the wall collapsed (which was 16 March 2024). I don't think it's most likely a rainstorm six weeks' prior, is the reason that the wall collapsed. I haven't been provided any persuasive evidence that this is the case. And so I'm satisfied RSA's decision to decline the claim for storm damage was fair and reasonable.

The next two questions we consider are whether the damage was typical of that caused by a storm, and whether the storm was the main cause of the damage. Whilst a wall falling can be damage typically caused by a storm – particularly storm-force winds – I'm not satisfied, based on what I've seen, that the storm was the main cause of the damage.

RSA's surveyor noted the wall runs between Mrs F's property and the neighbouring property. It said there was a shed which was very close to Mrs F's wall. It found it was most likely that rainwater had been draining off the shed roof onto the wall, causing deterioration and erosion over time, resulting in its partial collapse, at the point where the wall ran alongside the shed.

Having reviewed the photographs, I don't think RSA has been unreasonable in relying on that report to decline the claim. I can see that the section of wall further away from the shed hasn't collapsed. So based on what I've seen I consider it's most likely that rainfall running off the roof has, over time, eroded the wall causing its eventual collapse. Whilst Mrs F has said this is conjecture, she hasn't provided any evidence, for example from her own expert, that persuades me RSA's surveyor made an unreasonable conclusion in relation to this. The possible rainstorm of 7 February 2024 might have highlighted that problem of water eroding the wall, but I'm not persuaded that the storm was the main cause of the wall collapsing.

Mrs F has said the 'event' should be looked at as the wall collapsing. But there isn't any cover under the policy for that. The policy does cover accidental damage, and whilst I can see the contents claim was accepted under accidental damage, I'm not satisfied that the wall collapsing can be considered as accidental damage.

So, it follows that I'm satisfied RSA's decision to decline the claim is a fair and reasonable one. As such, I'm not going to require it to do anything differently.

### **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 F to accept or reject my decision before 23 April 2025.

Michelle Henderson  
**Ombudsman**