

The complaint

Mr H has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under his home insurance policy.

What happened

Mr H contacted RSA to make a claim for malicious damage when he found damage to his garden gate and fence and rubbish in his garden. RSA sent a surveyor to inspect the damage. He found no visible signs of forced entry to the garden. He also found significant rot to the gatepost. The rot was identified as the cause of the issue. So, RSA declined the claim.

When Mr H complained, RSA maintained its decision to decline the claim. It said the policy had an exclusion for loss arising from gradual causes, which included rot. However, it had considered whether there might be cover under the storm section of the policy. But, for storm, there was specifically an exclusion for damage to gates, fences and hedges. It said the claim had been correctly declined.

Mr H complained to this Service. Our Investigator didn't uphold the complaint. He said it was fair for RSA to decline the claim on the basis of rot, which wasn't covered by the policy. It was also fair that it considered if there was any cover under the storm part of the policy. But RSA noted it didn't provide cover for storm damage to gates and fences. So, he said it was fair that RSA declined the claim.

Mr H didn't agree. He said he fully accepted that significant erosion had occurred over time. However, he said the final collapse was due to a malicious intrusion of his property. He said this had significantly accelerated the process of erosion. So, the complaint was referred to me.

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.

Having done so, I don't uphold this complaint. I will explain why.

When Mr H contacted RSA to make a claim for damage to his fence and gate, he said he thought it was the result of malicious damage. RSA sent a surveyor to assess the damage. I've looked at the surveyor's report. This said the surveyor found damage caused by decayed timber. I've also looked at the photos. These showed significant rot to a gatepost both at the base of it and within the interior of the post. So, I think it was fair for RSA to decide there was a significant pre-existing issue that affected the fence and gate.

Mr H doesn't dispute there was a significant pre-existing issue, but has said the damage was still down to a malicious intrusion. He said there was rubbish in his garden that he had collected up and shown to the surveyor. He said the surveyor wasn't interested. However, I'm not persuaded this showed RSA was unreasonable to decline the claim. The surveyor's report provided clear evidence of the pre-existing issues with the gate post. I've also seen no

expert evidence provided by Mr H to show the surveyor's findings were unreasonable. I'm aware of Mr H's strongly held views, but I think it was fair for RSA to rely on its surveyor's findings about the likely cause of the damage.

The policy had a specific exclusion for wear and tear or damage that occurred gradually, including rot. So, I think it was fair that RSA declined the claim. I note RSA also considered whether the damage might be storm related. However, the policy had a specific exclusion for storm damage to fences or gates. So, it didn't consider this any further. I think that was reasonable.

As a result, I don't uphold this complaint or require RSA to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 16 April 2025.

Louise O'Sullivan
Ombudsman