

## **The complaint**

Mr O complains about Royal & Sun Alliance Insurance Limited's decision to decline a claim under a home insurance policy.

Royal & Sun Alliance Insurance Limited (RSA) has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of RSA's agents as being its own.

## **What happened**

Mr O had a home insurance policy with RSA.

In April 2024, after his boundary wall collapsed (the damage), Mr O made a claim with RSA.

RSA inspected the damage in May 2024 and declined the claim. It said there was no insured cause and the damage to the wall was caused by a natural breakdown of materials, which was not covered.

Mr O complained to RSA. He said the wall was struck by a heavy goods vehicle (HGV) which then drove off. He said this was witnessed by a tradesperson. He was also unhappy RSA hadn't provided a copy of its inspection report as he'd requested.

RSA issued a complaint response in May 2024. It said the damage was caused by general wear and tear, which was excluded under the policy. It said if Mr O could provide evidence a vehicle hit the wall and drove off, it would review further.

Mr O referred his complaint to the Financial Ombudsman Service. He maintained the damage was caused by a HGV hitting the wall. He wanted RSA to provide cover for the damage.

The investigator looked into the complaint. They said on balance it was fair for RSA to decline cover for the damage. But because it provided poor service in not providing Mr O the report he requested, they recommended it pay Mr O £120 compensation.

Mr O didn't agree. He reiterated that a tradesperson witnessed a HGV hitting the wall and causing the damage.

Because the complaint couldn't be resolved, it's been passed 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.

Mr O has provided a lot of information in support of his complaint. I assure Mr O that I've taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

Mr O asked for more time to provide information, which the investigator agreed. And I've reviewed the information he provided following this. The investigator told Mr O he could send any further information, but as an informal service, it's not practical for us to keep complaints open indefinitely. And because I'm satisfied I have the information I need to reach a conclusion, I've proceeded with my decision.

RSA has provided policy terms which I'm satisfied reflect the terms that would've applied to Mr O's policy. Having reviewed this, I've noted the following:

- The policy covered damage caused by collisions involving a vehicle.
- The policy didn't cover damage which happens gradually, or over time, including deterioration.

I've kept the above in mind in considering whether RSA decided the claim fairly.

RSA declined the claim because it said the damage happened gradually over time, due to a natural breakdown of materials. I've therefore reviewed the available evidence to decide if I think this was more likely than not the case.

Mr O said damage was caused by a HGV hitting the wall. He's said this was witnessed by a tradesperson. But the notes from when Mr O first notified the claim in April 2024 show he was unsure of the cause of damage at that time. Furthermore, I've also listened to the surveyor's voice recording from his visit in May 2024. In this recording, the surveyor states Mr O is unsure why the wall has come down and Mr O can be heard to agree with this statement. The surveyor also concluded vehicle impact wouldn't have caused the wall to collapse in the way it did.

I've also not seen further evidence, such as details of the vehicle registration, to show a HGV did hit the wall, causing the damage. So overall, I'm not persuaded the damage was likely caused by a vehicle colliding with the wall. RSA said it's willing to review this further if Mr O can provide further evidence a vehicle did hit the wall, and I think this is fair. So I won't direct RSA to do anything else as it stands, or to provide cover on the basis a vehicle collision caused the damage.

Mr O provided an email he sent to his local authority in December 2020, where he said the walls on his road were starting to fall apart, with cracks and bulges, and the stonework was moving within the walls. Given that this was from 2020, I think this supports RSA's conclusion that the damage to the wall was caused gradually over time, as a result of a natural breakdown of materials. I've also seen the photos Mr O provided of the wall from 2021 and 2022, and I think they too support RSA's conclusion. I say this because I think the photos show the wall was worn, with cracks and gaps that existed before the date of loss.

For the reasons outlined above, I consider it was more likely than not that the damage was caused gradually, due to a natural breakdown of materials. And because the terms exclude cover for damage which happens gradually, including deterioration, I don't consider RSA acted unfairly in declining Mr O's claim.

I can see Mr O did ask RSA for a copy of its report in early May 2024. I can also see from RSA's notes Mr O had to attend in branch in May 2024 and June 2024 as he'd not received the report RSA posted, and because RSA had initially emailed the report to in incorrect email. And because it took till June 2024 for RSA to provide Mr O the report, I consider it provided him poor service, which would've caused him some avoidable distress and inconvenience. For this reason, I agree with the investigator that £120 is fair compensation in the circumstances. So this is what I will direct RSA to pay.

**My final decision**

My final decision is that I partly uphold the complaint.

I require Royal & Sun Alliance Insurance Limited to:

- Pay Mr O £120 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 6 June 2025.

Monjur Alam  
**Ombudsman**