

The complaint

Mr D's complained that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined the claim he made after his fence was blown down in a storm.

What happened

Towards the end of 2024, Mr D's fence came down during a storm. So he contacted RSA to start a claim.

Mr D described the structure as a "boundary wall". But RSA reviewed photos he provided and concluded the structure was a fence. They told Mr D that storm damage to fences was excluded from cover under the policy. So they declined the claim.

Mr D complained about RSA's decision. RSA considered the complaint but maintained their position. So Mr D brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed all the information provided by both parties and concluded RSA didn't need to do anything differently to resolve the complaint. She looked at the photos and thought RSA's view that the structure was a fence was reasonable. And she was satisfied the policy terms clearly set out that, while cover was provided for storm damage, storm damage to fences was excluded.

Mr D didn't agree with the investigator's view. So the complaint's been passed to me to make a 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.

Having done that, I'm not upholding Mr D's complaint. I'll explain why.

I've started by considering the terms of Mr D's policy. This sets out the various categories of cover in two columns – the first being what is covered under each category and the second being what isn't. The policy confirms it covers damage to buildings caused by storm or flood. But under the heading "*What we don't cover*" it says:

"Damage to fences, hedges or gates."

Like our investigator, I'm satisfied the policy makes that clear.

And like our investigator, I've reviewed the photos of the structure. They show it was constructed of wooden panels, sitting on top of a low wall, with brick pillars several feet apart to support the wooden panels.

I'm satisfied it was reasonable for RSA to conclude this was a fence. And, as fences are excluded from cover, it was fair for them to decline Mr D's claim. So I don't think they need to do any more to resolve his complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr D's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 26 June 2025.

Helen Stacey
Ombudsman