

The complaint

Ms L thinks Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined her claim for “crumbling ground floors” under her home insurance policy.

What happened

Ms L made a claim to RSA when she identified the concrete under her kitchen and lounge flooring was starting to crumble.

RSA appointed specialists to help the review and validation of the claim. Based upon the reports of these specialists, RSA decided to decline the claim as it couldn’t find a leak that was causing the damage. It concluded the damage was caused by the property not having an adequate damp course, which it said wasn’t covered by the policy.

Ms L was disappointed with the level of service she received during the claim. RSA acknowledged it could’ve done better. It said it could’ve updated Ms L better on the claim and it failed to respond to some of Ms L’s communications. RSA offered £100 compensation for the distress and inconvenience caused.

Ms L would like her claim settled in full.

Our investigator decided not to uphold the complaint. He thought RSA had reasonably relied upon the reports of experts to decline the claim. He thought RSA was fair to say the damage wasn’t covered by the policy. Ms L disagreed, so the case has been referred to an ombudsman.

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’ve decided not to uphold it. I appreciate this will be disappointing to Ms L, so I’ll briefly explain why I’ve reached this decision.

Insurance policies don’t cover every eventuality that can go wrong on a property. Doing so would be cost prohibitive for many consumers, so insurers provide a pragmatic level of cover at a reasonable price, that offers consumers with protection for the most common kind of claims, e.g. escape of water, flood, fire, theft etc.

RSA have acted as I would’ve expected in this claim. The damage presented by Ms L was that of a crumbling floor. The cause of damage wasn’t obvious, so RSA appointed a drainage specialist to assess the cause of damage. I think this was a sensible approach, as a drainage specialist would normally find issues with escaping water or flood water (which are perils listed within the policy).

Unfortunately, the specialist on the first visit couldn’t identify a cause of damage. I can see RSA then approved the specialist returning to carry out more invasive investigations. I can see RSA closed the claim at this point as it couldn’t find a cause of damage. It required Ms

L's action to get the claim re-opened as she didn't think the work was exhaustive.

I'm pleased that RSA after Ms L's intervention, decided to approve some further work to try and trace the cause of damage. A different "*repair*" specialist was brought in to carry out the work. I've reviewed his report. The repair specialist carried out further testing, but he also couldn't find a leak at the property. He concluded "*upon extending the investigation to the exterior of the property and carrying out a visual inspection, there was no evidence of any damp proof course present*".

Based on the report findings, RSA declined the claim. I've checked the policy and there isn't anywhere that allows for Ms L to claim for an absent / deficient damp course. Therefore, I think RSA has been fair in relying on the opinions of experts and has reasonably declined the claim as it isn't covered by the policy.

I appreciate Ms L has disagreed with the conclusions reached by the experts commissioned by RSA. She said there is a damp course in place at the property.

I must make my decision based upon evidence that has been provided. RSA has provided evidence from two experts (one of which visited the property twice). I have no reason to doubt what the experts have concluded. I haven't seen any expert evidence provided by Ms L that contradicts what RSA's appointed experts have said. I'm persuaded by the expert reports, and I think RSA has been reasonable in relying on this information to make its decision.

I have no reason to doubt that if Ms L did provide any expert reports to support her position, that RSA would fairly consider these. However, in the absence of evidence, I am unable to uphold this complaint.

I have considered the poor service RSA provided in not responding to Ms L's communications. I think this would be extremely frustrating. However, I don't think it had an impact on the outcome or timeliness of the claim, so I think the £100 RSA offered is fair. Ms L can still accept this payment if she hasn't already.

My final decision

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

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

Pete Averill
Ombudsman