

The complaint

Mr H has complained that Intact Insurance UK Limited trading as RSA (RSA) unfairly declined part of a claim under his home insurance policy.

What happened

Mr H made a claim for storm damage to his garden wall and garden furniture. RSA arranged for a surveyor to assess the damage. The surveyor found that the wall had collapsed because of pre-existing issues. So, RSA declined the claim for the wall.

When Mr H complained, RSA maintained its decision to decline the claim for the wall. It said there were storm conditions, but there were pre-existing issues with the wall, including that it had minimal sand and cement used in it. Ivy had also penetrated it and there were visible gaps in it, which indicated the wall was leaning significantly. It said this wasn't covered by the policy. It said the garden furniture was under review and it asked Mr H to provide the requested photographs.

Mr H complained to this Service. Our Investigator didn't uphold the complaint. She said RSA hadn't disputed that there was a storm. But, based on RSA's surveyor's findings, it was reasonable for it to decline the claim due to pre-existing issues with the wall that weren't covered by the policy.

As Mr H didn't agree, 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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there was a storm around the time Mr H said the damage happened. I think, in some circumstances, a storm could also damage a garden wall. So, I think the answer to the first two questions is yes.

So, I've thought about whether the storm was the main cause of damage. I've looked at RSA's surveyor report and listened to the voice notes the surveyor recorded. This provided a range of details about the condition of the wall, which RSA summarised as including:

“The boundary wall separating the two properties measures 30 meters in length and 1.5 meters in height. The affected section of the wall extends 8 meters. It’s observed that the sand and cement used in the wall are minimal, contributing to its overall poor condition. Additionally, there is ivy growth penetrating the wall, and gaps are visible that allow daylight to pass through, indicating the wall is leaning significantly. The mortar appears to be excessively dry, resulting in a poor bond.”

I’ve also looked at the photos and, based on what I’ve seen, I think these were consistent with the surveyor’s findings. It’s the view of this Service that it’s generally reasonable for an insurer to rely on its expert’s findings.

However, I’m aware Mr H has disputed the findings. So, I’ve thought about what he has said. Mr H told RSA he considered it likely that the branches of an ivy bush that was uprooted in the neighbour’s garden exerted a load on the wall causing it to partially collapse. He also said the surveyor had said that although the ivy branch loading on the wall might have contributed to the collapse, there were no fences in the vicinity that had come down. Mr H said part of a neighbour’s fence had come down. He said the wall hadn’t suffered any collapse until now. However, he said the lime mortar during construction in the 1850s had largely crumbled away. I’m aware Mr H told this Service the neighbour’s fence has been repaired before the surveyor visited.

Mr H hasn’t provided any expert evidence to show the wall more likely collapsed due to the ivy branch loading on the wall. I also listened to the surveyor’s voice notes and these didn’t say the ivy branches contributed to the wall collapse or discuss the fences. At the end of the voice notes Mr H confirmed what they said was an accurate record of what had been discussed. The voice notes said the damage wasn’t storm related, although one of the voice notes said Mr H wanted time to think about what to do next. I don’t think these showed that the surveyor assessed that the ivy branches were significant to the loss or that whether the fences were damaged was a significant factor. Mr H has said that because the damaged fence was in line with the damaged part of the wall that this showed the storm was the main contributing factor. However, I don’t think a wooden fence being damaged showed that the main cause of damage to the wall was a storm. It isn’t in dispute that there was storm, but the surveyor’s assessment identified pre-existing issues as the main cause. Mr H has also said that the mortar in the wall, which was more than 150 years old, had largely crumbled away. So, I think this supported the surveyor’s findings that the condition of the wall had deteriorated over time.

Looking at the policy, this had an exclusion that said it didn’t cover loss or damage caused over time *“as a result of normal use or ageing including fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration”*. Given the wall, including its mortar, deteriorated over time, I think it was fair that RSA declined the claim. I think it was reasonable that, despite there being a storm, RSA didn’t find this was the main cause of the damage, and that it highlighted pre-existing issues. I’m aware Mr H also had accidental damage cover. However, as this was a general exclusion under the policy, this meant there also wasn’t cover under that part of the policy. So, I haven’t considered that cover any further.

Mr H also made a claim for some garden furniture. When RSA replied to the complaint, it was waiting for some photos from Mr H so it could consider the claim in more detail. So, I haven’t considered what happened with the garden furniture claim any further.

So, having looked at what happened, I don’t uphold this complaint or require RSA to do anything else in relation to it. I think it was reasonable that it declined the claim for the wall.

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 12 November 2025.

Louise O'Sullivan
Ombudsman