

## **The complaint**

Mr and Mrs S have complained that Royal & Sun Alliance Insurance Limited trading as (RSA) declined a claim they made for storm damage to their boundary wall.

## **What happened**

Mr and Mrs S held a home insurance policy underwritten by RSA. In January 2025 Mr and Mrs S made a claim to RSA for storm damage to a section of their dry-stone boundary wall which collapsed during a period of poor weather. RSA appointed a surveyor to attend the property and inspect the damage. Based on this, RSA declined to cover the damage because it said the dominant cause of the damage to the wall was gradual deterioration over time, rather than the storm.

Mr and Mrs S disagree with RSA's decision on the claim. They have a report from their own expert who says the damage was caused by the heavy rainfall. So, they approached the Financial Ombudsman Service.

An investigator looked into things but didn't think the complaint should be upheld. He said while there were not storm force winds at the time of the collapse, he did consider the rainfall was significant enough to be considered storm force. However, he didn't consider the rainfall was most likely the dominant cause of damage. Rather he was persuaded the dominant cause of damage was most likely gradual damage over a significant period of time, which was merely highlighted by the storm.

Mr and Mrs S didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint has 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.

Having done so, while I appreciate this will likely come as a disappointment to Mr and Mrs S, I've reached the same outcome as our investigator. I'll explain why in more detail below

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

Mr and Mrs S's policy defines storm as:

*"A storm will involve very strong winds powerful enough to cause structural damage to homes within its path. It's usually accompanied by torrential rainfall, hail or heavy snow."*

I reviewed the available evidence around the weather conditions, including checking on two reputable weather reporting services myself. Based on this, I can see that there were no storm force winds on or around the date of loss.

However, RSA has accepted there was around 36.2mm of rainfall within a 24 hour period, which I think could be considered a rainstorm. Although, I would note that the reports I've seen don't suggest hourly rainfall above 8mm. So, I don't think the rainfall within any one-hour period was particularly ferocious. Rather it appears there might have been sustained heavy rainfall on or around the date of loss. I've kept this in mind when considering the remaining two questions.

I've also kept in mind that there were no other days within the week around the storm where the rainfall was as heavy as 36.2mm within 24 hours. And that date was actually the day after the reported collapse.

Based on the above, I think the answer to question one is, potentially, yes.

Is the damage consistent with storm type damage?

The damage in this case is the collapse of a dry-stone retaining boundary wall. Sufficiently heavy rainfall could potentially cause this type of damage to such a wall. So, the answer to question two is also, potentially, yes.

Was the storm the main or dominant cause of the damage?

RSA declined Mr and Mrs S's claim on the basis that the dominant cause of damage to the wall was a gradual breakdown of the materials. In particular, the surveyor noted deteriorated mortar. RSA also looked back at online images of the wall going back several years and noted it was in a similar condition back in 2023.

Mr and Mrs S dispute these conclusions. They've highlighted that a dry-stone wall doesn't require mortar, so any that was present would be cosmetic only. They've questioned whether RSA's surveyor was sufficiently qualified to assess a wall of this nature. Mr and Mrs S have provided a quote from a dry-stone wall specialist for replacement of the wall. Within the quote, the specialist gives his opinion that the failure of the wall was due to the rainfall not any deterioration of the wall.

In situations like this, where evidence is incomplete or contradictory, I'll reach my decision on the balance of probabilities. That is, what do I think is more likely than not, based on the evidence which is available. And taking into account everything I've seen, on balance, I think it's more likely than not that the failure of the wall was caused by gradual deterioration over time – which was highlighted by the rainfall – rather than a single event of storm force rainfall being the dominant reason that it failed. I'll explain why.

Firstly, as explained, the weather records at the time do not suggest a particularly ferocious level of rain prior to the wall's collapse. Instead, if anything, it seems that prolonged, non-storm force rainfall over time has saturated the ground behind the retaining wall, contributing to its eventual collapse. I don't consider that this supports a one-off incident of a storm is the dominant cause of the damage. I also note that in his quote, Mr and Mrs S's specialist suggested new drainage would need to be installed when repairing the wall, which could indicate a lack of suitable drainage was also a contributory factor.

Additionally, while I accept that dry-stone walls do not necessarily require mortar, I can see that Mr and Mrs S's wall has had mortar added in places. I don't agree that mortar added to a dry-stone wall would always be solely cosmetic. Adding mortar is a commonly accepted way of reinforcing a dry-stone wall. And given that mortar only appears to have been added in certain parts of the wall, I find it unlikely this was done for solely cosmetic reasons.

The images I've seen do support that areas of mortar within the wall are showing signs of gradual deterioration. However, they also don't seem to support that the area of the wall which collapsed had any mortar in it. The images do, however, show vegetation growing within the wall, which would likely have an impact on its structural integrity. And I note that the areas of the wall which do appear to have had mortar applied, and which appear to have been in a generally better condition than the part of the wall which collapsed, didn't collapse. This further supports that the mortar likely had the effect of reinforcing parts of the wall.

Taking all of the above into account, while I'm not necessarily persuaded by RSA's surveyor's report that the dominant cause of damage was the failure or deterioration of mortar works within the part of the wall which collapsed, I'm also not persuaded that the dominant cause of damage was a single, identifiable event of storm force rainfall.

Instead, on balance, and taking into account all the evidence, I think the most likely cause of the wall's failure was the overall gradual deterioration of the materials over time, which was highlighted by the build-up of non-storm force rainfall, over time, exerting pressure on the wall, which led to the wall's eventual collapse.

As I'm not persuaded that a storm was the main or dominant cause of damage to the wall, that means the answer to question three is no, and therefore that it is fair and reasonable for RSA to decline Mr and Mrs S's claim under the storm section of their policy.

I've also considered whether the claim should be covered under the accidental damage section of the policy. But the policy contains a general exclusion relevant to all sections of cover which I think reasonably applies here:

*“Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:*

*any damage that occurs over time as a result of normal use or ageing including fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration...”*

In summary, while there was potentially storm force rainfall around the date of loss, I'm not persuaded that a one-off event of storm force rainfall was the dominant cause of the wall's collapse. Instead, I think it's more likely than not that the dominant cause of damage was gradual deterioration over time – which is specifically excluded under all sections of cover.

It therefore follows that I think RSA's decision to decline Mr and Mrs S's claim was in line with the policy terms and that it was fair and reasonable in the circumstances.

**My final decision**

For the reasons I've explained above, I am not upholding Mr and Mrs S's complaint.

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

Adam Golding  
**Ombudsman**