

The complaint

Mrs F has complained about Royal & Sun Alliance Insurance Limited (RSA)'s decision to reject a claim she made against her building insurance policy.

Mrs F's sister is helping her with her complaint.

What happened

Mrs F made a claim to her insurer, RSA when a ceiling collapsed in her home causing damage.

RSA sent a Surveyor to inspect the damage and assess if the claim was one covered under the policy. The Surveyor reported that the damage had been caused by wear and tear. As RSA's policy didn't provide cover for damage caused by wear and tear, it rejected Mrs F's claim.

Mrs F brought her complaint to us, but our Investigator didn't recommend it should be upheld. She found RSA had acted reasonably as the policy excluded cover in these circumstances. The Investigator looked at whether the claim could be considered under Accidental Damage (AD) as this was cover Mrs F had, but as the AD section excluded cover for damage caused gradually, this didn't change the outcome.

Mrs F's sister didn't agree and says Mrs F is very upset by RSA's decision not to meet her claim. So she wants an ombudsman 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.

Insurers provide cover for specific insured perils: unforeseeable sudden events such as flood, fire or storm. RSA – like other insurers for standard home and buildings cover – do not provide insurance for every eventuality and exclude cover for damage caused by wear and tear.

I've looked at Mrs F's policy with RSA and can see that it sets out what it will and won't cover. As the Investigator noted, Mrs F has an additional benefit of Accidental Damage (AD).

RSA provides a definition for AD:

“Accidental damage - Sudden, unexpected and visible damage from an identifiable cause which has not been caused wilfully or deliberately.”

RSA goes on to explain;

What's covered

Accidental damage or loss to buildings, such as repairing a ceiling if someone is in the loft and drops something through a floorboard.

What isn't covered

Loss or damage:

Caused by gradual cause

RSA provides a definition for Gradual Cause;

“Gradual Cause - Anything that happens gradually over a period of time including wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot, normal settlement, damage caused by repeated exposure to smoke, mildew, rust, corrosion or fungus or caused by the normal use, maintenance or routine decoration and upkeep of your buildings and its contents. Any loss or damage caused gradually that has resulted from general lack of maintenance of your home”

And in more detail, under the section “General buildings exclusions” RSA explains;

“You’re not covered for:

Any loss or damage caused by gradual causes and costs that arise from the normal use, maintenance and upkeep of your buildings and their contents”

So I think RSA clearly explained the terms and limitations under the policy when Mrs F bought it.

When a claim is made, it is standard industry practice for an insurer to instruct a professional to provide their opinion as to the cause of damage, so that an insurer can determine if the claim for damage is covered under their policy. In this case, RSA instructed a Surveyor who reported that the damage was caused by moisture that had accumulated in the ceiling/floor void and possibly up the fireplace flue lining stack. The Surveyor reported that the moisture had been trapped and caused the lath and plaster in the ceiling to break down overtime.

Mrs F’s sister says this means the damage has been caused by water. But I think it is clear from the Surveyor’s findings that the cause of damage occurred over time and not by an insured peril.

Mrs F says she doesn’t understand how RSA could reject the claim for ceiling damage when it is part of the building. I haven’t seen anything to suggest RSA said this is a reason why the claim was rejected. From what I’ve seen, the cause of damage has occurred gradually over time. And RSA has relied on the professional opinion of the Surveyor when deciding to reject the claim as it isn’t covered under the policy.

I’m very sorry to disappoint Mrs F and I understand it is upsetting to have a claim rejected. But I think RSA properly considered the claim and its decision was made reasonably and in line with the policy. I think RSA treated Mrs F fairly and as it would any other customer in the same circumstances. So this means I’m not upholding the complaint.

My final decision

For the reasons I’ve given above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs F to accept or reject my decision before 27 February 2024.

Geraldine Newbold
Ombudsman