

The complaint

Ms B is unhappy with the way Royal & Sun Alliance Insurance Limited (“RSA”) dealt with a claim on her buildings insurance policy following a storm.

This complaint involves the actions of agents for whom RSA is responsible. Any reference to RSA includes its agents.

What happened

Ms B held a buildings insurance policy underwritten by RSA.

In December 2023, Ms B’s boundary wall collapsed during a storm. Ms B made a claim on her insurance policy and RSA sent a surveyor to inspect the damage. The surveyor thought that the wall had collapsed because of a breakdown of material, so he didn’t think the claim should be covered.

Ms B complained. She didn’t agree with the surveyor’s findings and thought the storm was the main cause of the damage. Ms B also said she couldn’t access the online portal with the surveyor’s photos.

RSA didn’t uphold the complaint. It thought the damage had been caused by a breakdown of materials and pre-existing issues with the wall, based on the photos from its surveyor and photos from Google Maps. It also said it had provided internal feedback about the online portal.

Ms B didn’t think this was fair, so she referred the matter to the Financial Ombudsman. Our investigator looked into the complaint but didn’t think it should be upheld. He thought RSA had declined the claim fairly.

Ms B didn’t agree with our investigator’s view. She said RSA had handled her claim poorly, she didn’t agree with the decision to decline her claim, and she thought RSA had breached the regulator’s Consumer Duty principle.

Because Ms B didn’t agree, the matter has been passed to me to make a final decision.

What I’ve decided – and why

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Having done so, I’m not upholding the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Ms B and I’m sorry about that. I’d like to reassure her that I’ve read everything she’s sent, and I’ve focused my comments on what I

think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Ms B has raised several concerns about the Consumer Duty. I've considered everything she's said and taken into account all relevant rules and regulations – including the requirements under the Consumer Duty principle. But my role is to decide what's fair and reasonable in all the circumstances of a complaint, which is what I've done.

Claim decline

Our approach in cases involving storm damage requires me to ask three questions:

1. Was there a storm?
2. Is the damage consistent with that caused by a storm?
3. Was the storm the main (proximate) cause of the damage?

It's not in dispute that there was a storm, nor that the damage could have been caused by it. But it is in dispute that the storm was the main cause of the damage.

I've considered the evidence and arguments put forward by RSA and Ms B and I'm more persuaded by RSA's expert evidence. I say this because it has put forward qualified expert opinion about the state of the wall and the cause of the damage. The surveyor has explained that there was vegetation growing within the mortar towards the bottom of the wall along with missing pointing. He has also said that the wall was suffering from a visible lean prior to the storm. I've considered the surveyor's findings and I'm satisfied they're supported by photographic evidence and clear explanations.

Ms B doesn't agree with the surveyor's findings. She's said she regularly cleared vegetation from the wall, and she's provided a photo of the wall to show that it wasn't leaning. I appreciate Ms B maintained her wall. But the surveyor has still observed and demonstrated evidence of vegetation growing within the mortar. Further, Ms B's photo of the wall is from early 2021. Whereas the online photos the surveyor has considered are from 2023, which is closer to the date of loss – so I find them more reliable. I've looked at the photos and the wall appears to me as though it was leaning. So, I'm more persuaded by the evidence provided by RSA as to the main cause of the damage – and I haven't been provided with any other expert opinion that offers an opposing point of view.

Based on this, I'm satisfied on balance that RSA has shown a breakdown of materials was more likely the main cause of the damage. As this is excluded by Ms B's insurance policy, I think it was fair for RSA to decline the claim.

Ms B has said that RSA didn't make it clear that it would use photos from Google Maps to assess claims. She says when she needed to claim she didn't have her own photos of her house to compare to the online photos, and she wasn't aware she needed to check the online photos to make sure she was happy with them.

Consumers are expected to take responsibility for the decisions they make about products and services. So, businesses must give consumers the right information, at the right time, and presented in a way they can understand, to enable them to make informed decisions. I've checked Ms B's policy documents, and she is correct that they don't say RSA will use images from Google Maps. But I don't think it would be reasonable to expect an insurer to predetermine and prescribe the sources of information they'll consider when assessing claims. It's standard industry practice for insurers to use several sources. It's also standard industry practice for insurers to use publicly available resources like Google Maps, which can provide useful evidence on the condition of properties, the layout of roads, etc. I don't

consider RSA's use to be unfair or unusual. Whilst it isn't set out in Ms B's policy documents, I don't think it needs to be – and I don't think this means that RSA failed to provide Ms B with the right information or deprived her of the ability to make an informed choice.

Claims handling

I understand Ms B wanted to receive a copy of the decline letter and the surveyor's photos. She says she didn't receive these. RSA has provided a copy of the decline letter that it says it sent to Ms B. The letter is dated very shortly after the surveyor's visit and is correctly addressed. RSA has also provided a system screenshot to show that the letter was created and issued. On balance, I think it's more likely that the letter was sent, so I can't fairly hold RSA responsible for it not being received. In any case, the decline was communicated by the surveyor and was confirmed again in RSA's final response letter.

RSA has also said the surveyor's photos were available for Ms B to view on an online portal. I understand Ms B had trouble accessing this portal, which I can appreciate must have been frustrating. I haven't seen any evidence to confirm whether there was or wasn't a problem with the portal and, if there was, whether this was a problem within RSA's control. Even so, RSA has said that it has recently sent a copy of the surveyor's report to Ms B and the Google Maps photos are publicly available.

Whilst I understand Ms B's strength of feeling about the service she's received, I don't think RSA's handling of the matter has been so poor as to justify financial compensation.

Ms B has also highlighted mistakes in the way RSA handled her complaint. For example, RSA's final response was incorrectly addressed and wasn't sent within eight weeks. RSA has said that it's looking at those issues separately as they weren't raised and considered as part of the complaint. So, I won't comment further on those issues.

Overall, I know this will be disappointing for Mr B, but I'm persuaded that RSA has acted fairly and reasonably in this matter. So, I won't be directing it to do anything further.

My final decision

For the reasons I've given above, I don't uphold Ms B's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 20 December 2024.

Chris Woolaway
Ombudsman