

## The complaint

Mr K has complained that Royal & Sun Alliance Insurance Limited (“RSA”) declined a claim he made under his contents insurance policy.

## 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.

Our investigator thought RSA had acted fairly. I agree, and for broadly the same reasons, so I don’t think there’s a benefit for me to go over everything again in detail. Instead, I’ll summarise the main points:

- Mr K made a claim for the cost of repairing his computer. He said a malicious person tried to scam him over the phone but was unsuccessful. However, this led to his computer being remotely disabled by the scammer and it cost £500 to put right.
- RSA declined the claim. There’s cover for loss or physical damage to the computer caused by ‘malicious persons’, but RSA said there was no evidence to show that’s what happened. And even if there were such evidence, it said the claim still wouldn’t be covered because the policy doesn’t cover loss or damage caused by any program or software that prevents the computer from working properly, including viruses.
- I understand Mr K considers his computer was effectively destroyed, and required repair, so his circumstances are akin to a malicious physical act by a person, like breaking his front door or smashing a chair. And, as that kind of damage would usually be covered, so should the cost of putting right his computer.
- As our investigator has explained, for a claim to be successful, Mr K would first need to show the damage had been caused in a way covered by the policy. But no evidence has been provided to show how the damage was caused beyond Mr K’s testimony. For example, there’s no report from the computer repairer. So it’s not clear the damage was caused by a malicious person or in any other way that’s covered.
- And even if Mr K were to show that, RSA has noted a policy term which says it doesn’t cover any loss or damage caused by *any* program or software which prevents the computer from working properly. That includes computer viruses but isn’t limited to them, so RSA doesn’t need to show a virus specifically is what caused the problem. And given the circumstances described by Mr K, there seems to be no doubt that some kind of program or software would have been required in order for someone to remotely disable and damage his computer.
- As a result, I’m satisfied it was in line with the policy terms, and fair and reasonable in all the circumstances, for RSA to decline the claim.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 30 September 2024.

James Neville  
**Ombudsman**