

## The complaint

Mrs P has complained about her property insurer Royal & Sun Alliance Insurance Limited (RSA) because it has declined her claim for storm damage to her rear-boundary garden wall.

## What happened

In early 2023 Mrs P noticed cracking to the left hand corner end of the rear-boundary wall (when viewed facing the wall from the back of the house). She was not sure if the damage, which she thought had possibly been caused by trees, was covered by her home insurance, but made a claim. RSA sent an assessor to view the wall. It felt the corner was suffering wear and tear, with the assessor noting "There is another section to the right hand side. The sandstone is becoming loose". RSA declined the claim made at that time, which Mrs P accepted and did not dispute.

On 22 January 2024 a named storm caused high winds in the vicinity of Mrs P's home. When Mrs P looked out at her garden, she noted that part of the rear-boundary wall had fallen over into her rear-neighbour's garden. She made a claim to RSA for storm damage to her garden wall.

RSA sent a loss adjuster to view the damage. It noted the previous claim and the findings made at that time. It noted that Mrs P had said her husband had re-pointed the corner but felt it was obvious no adequate or professional repair of the wall had been undertaken following the 2023 claim. The loss adjuster said it was "evident" the wall had not collapsed due to storm but due to gradual deterioration. The claim was declined.

Mrs P didn't agree with the decline. When RSA issued a complaint response letter to Mrs P about the decline, it said the previous claim was declined due to the assessor's findings of wear and tear, and that the recent assessment had identified that no professional repairs had been undertaken since. RSA then referred to policy exclusions for faulty workmanship, faulty or defective design or materials, and gradual deterioration (including wear and tear). RSA was satisfied it had fairly declined the claim. Mrs P was unhappy and complained to the Financial Ombudsman Service.

Our Investigator wasn't minded to uphold the complaint. Mrs P was unhappy. She said she couldn't understand – if the wall was failing/loose, why it had fallen in one piece and on the day of the storm. Her complaint was referred to me for an Ombudsman's decision.

I thought RSA should be accepting the claim and considering it under cover for storm. I also felt it should be paying £100 compensation. So I issued a provisional decision. My provisional findings were:

### "Policy wording

*RSA relied on specific exclusions when issuing its final response to Mrs P's complaint about its claim decline. What the policy does and doesn't cover is of course important. But, having reviewed everything, it's unlikely that, in my decision, I'll say much more about the specific exclusions RSA has referenced. That is because they are not general exclusions and are not*

attached to the storm cover. And in respect of the storm claim, I don't think RSA is really seeking to rely on any policy exclusions to decline it – rather it is saying that the storm was not the cause of the damage.

I say that because Mrs P made a claim under the storm cover and RSA knew that. But when it issued its final response letter it referenced exclusions which only apply against the cover available on the policy for “any other accident”. So, RSA was really saying this isn't storm damage, the only other cover on the policy which might apply is that for “any other accident” – but in that case the exclusions would apply to defeat the claim. It's disappointing RSA was not clearer in this respect, but I'm satisfied that its disappointing lack of clarity does not materially affect the claim or complaint.

If I'm satisfied that the storm did not cause the damage to the wall, then I'll review the cover available under “any other accident”. Otherwise, I won't reference the exclusions set out in RSA's 2024 complaint response letter again.

### Storm – defined approach

This Service has a set approach to considering complaints about declined storm damage claims. We ask three questions and, if the answer to any one of them is likely “no”, then it's likely we'll find the insurer's decline of the claim was fair and reasonable.

We ask:

- 1) Was there a storm?
- 2) Was the damage caused typical of that a storm causes?
- 3) Was the storm the dominant, or main, cause of the specific damage claimed for?

### Question 1 and 2

There is no debate about these two questions. It is accepted there was a storm – with winds occurring in excess of 60mph. And exterior structures such as walls and fences are often prone to being damaged by storms. So I won't say any more on these two questions.

### Question 3 – was the storm the dominant cause of the specific damage claimed for?

Mrs P saw the wall on the morning of the storm in 2024. It was standing and had withstood a recent storm, with equally high winds in December 2023. Later in the day in January 2024 the wall had fallen with no seemingly evident other cause occurring. On the face of it then it seems the January 2024 storm was most likely the dominant cause of the wall's damage. That is unless RSA has reasonable evidence to suggest otherwise.

RSA clearly thinks the storm was not the dominant cause of damage. To decide whether or not that's a fair assessment, I've considered what RSA has said and how it reached that conclusion.

I think it's fair to say that RSA's starting point here was that it had viewed the wall in 2023 and declined the claim made at that time, with its then assessor stating the wall, or parts of it, was/were in need of some repair. Because Mrs P did not make a complaint about that decision, I can't get into the fairness or otherwise of those findings. But, it is fair to say that 'the fact' of what was found was relied upon by RSA when it was determining this claim. So I can consider whether that was fair.

RSA, in determining this claim didn't say much about the condition of the wall currently, other than that it had been leaning before it fell. For example, it didn't make a determination this time that "sandstone" was "loose". Rather it felt that as that had been found before and no repairs were done, it was fair to think the damage now was due to gradual failure/wear and tear. I'm not so sure that was a reasonable conclusion for RSA to draw.

This claim focused on damage starting maybe a quarter of the way along the wall (from the left hand end) – with the left hand corner end, focus of the previous claim, still in-tact. Whether or not Mrs P repaired that left hand end of the wall seems immaterial here, because that part of the wall was not damaged this time – it was neither affected by the storm nor wear and tear. In 2023 the assessor said "another section" to the 'right' (of the cracked left hand corner end) had loose sandstone. RSA hasn't shown that the damage subject of the 2024 claim is most likely in the area vaguely referenced by the 2023 assessor – how far right of the left hand end or which particular 'section' was not specified. And nor has it shown the area subject of the 2024 damage contained "loose sandstone" which arguably had needed repairing in 2023 but which had not been done. So even if the wall, in 2023, was suffering to some extent, in some area, on account of loose sandstone, which Mrs P did not repair, RSA hasn't tied that to the loss claimed for in 2024. It hasn't shown that was the dominant cause of the wall falling in 2024.

I also think Mrs P raises a good point in this respect which RSA has either overlooked or ignored. RSA's argument that the wall's condition, since 2023, when it was suffering "loose sandstone" has got progressively worse, causing it to fall in 2024 coincidentally during the storm, seems unlikely to stand up to scrutiny. Not when one considers that, on this occasion, the part of the wall which fell, fell in one piece. Not as a number of component stones and crumbling mortar. Further, having impacted with the ground, the stones and adjoining mortar stayed in one large piece – it did not break into pieces. To me that is not indicative of a wall suffering from "loose sandstone". There's nothing in the photo's I've seen which RSA has identified as, or that I might have described as, loose or loosened sandstone.

On the subject of the wall leaning, the photos from 2023 show it was leaning but the assessor did not say it was leaning at a dangerous angle and likely to fail in the near future. He wasn't there to assess the wall's overall condition – but that didn't prevent him from commenting on what he thought of as "loose sandstone" in "another section" of the wall. I think if he'd been concerned about the lean on the wall, he'd have commented on that. And RSA's loss adjuster in 2024 only noted the historic lean as evidenced in the 2023 photos – I haven't seen an assessment of why the adjuster felt the lean on the wall is most likely to have been the cause of it falling during but not because of the storm in January 2024.

I appreciate that RSA has concerns about the wall – that it does not think the storm was the dominant cause of the damage. However, given Mrs R's account of how the wall fell, that the available photos do not seem to show a wall which was in a poor state of repair and that RSA hasn't evidenced to my satisfaction that other factors most likely caused the wall to fall, I'm satisfied its most likely that that the storm was the dominant cause of the damage.

### Summary

Having considered the three questions we ask when considering a complaint about a declined storm claim – I haven't found that that answer to any one of those questions was 'no'. If I had I'd likely have found RSA's decline was fair and reasonable. As I haven't then it follows that its decline, in my view, was not fair and reasonable. So it will fairly and reasonably have to remedy that by accepting the claim and considering settlement for it.

*I've found that RSA's decline was unfair and unreasonable. I appreciate that the decline was upsetting for Mrs P. I'm satisfied that £100 compensation is fairly and reasonably due from RSA to make up for that."*

RSA said it had nothing further to add. Miss P said she wasn't sure what would be needed now to reinstate the wall, given the time it had remained in its damaged state.

### **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.

I note RSA has nothing further to add. As I've received no objections to my provisional findings, I've no need to review them further or revise them – they are now the findings of this, my final decision.

I appreciate that Miss P is unsure about what will be needed moving forwards to reinstate the wall. But I can't comment on that at this time. If Miss P accepts my final decision, then RSA will have to consider the claim. If Miss P is unhappy with what it then offers in resolution, she will be able to make a further complaint. Although I sincerely hope that will not be necessary.

### **Putting things right**

I require RSA to:

- Accept the claim on the policy, under cover for storm, considering settlement for it in line with the policy's remaining terms and conditions.
- Pay Mrs P £100 compensation.

### **My final decision**

I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P to accept or reject my decision before 10 January 2025.

Fiona Robinson  
**Ombudsman**