

The complaint

Mr M complains about how Royal & Sun Alliance Insurance Limited (RSA) handled claims for damage to his property, one for water ingress and one for damage to a wall.

References to RSA include their agents who administer the policy.

What happened

In 2021, a neighbour of Mr M removed a guttering down pipe from their property. Mr M was concerned this meant excess rainwater from both properties (and a property in between) was flowing through to his guttering and downpipe. Mr M subsequently (June 2022) lodged a claim for what he said was the damage to his property from water ingress caused by the additional flow of rainwater through his guttering and downpipe. In making the claim Mr M also said guttering at his property came away in a storm (July 2019), also damaging facias and leading to water coming through the roof and causing damage.

At the same time, Mr M also made a claim for damage to a wall at the front of his property, which he thought had been caused either by a vehicle impact or from refuse collection (of bins next to the wall).

RSA appointed a surveyor (B) to assess the damage and validate the claims. With respect to the damage to his property from water ingress, B concluded the damage was caused by rainwater ingress over time and the damage to the guttering was due to a natural breakdown of materials. Based on B's findings, RSA declined the claim as it was due to wear and tear, which wasn't covered under the policy.

On the damage to the wall, B concluded there was no sign of impact damage, no evidence and no witnesses. RSA also said images of the property from a publicly available source indicated the damage was visible in January 2022 (not a couple of months before Mr M lodged his claim, which is when he said he noticed it).

After B visited the property, given their findings, RSA appointed an investigator (C) to further investigate and validate the claim. Mr M was concerned at the appointment, feeling it was uncalled for and inappropriate. He said he felt harassed by C when they tried to contact him to arrange a recorded interview, leading him to decline to attend.

Unhappy at RSA not accepting his claim and what he considered to be harassment from C, Mr M complained to RSA. He reiterated his view the water ingress was the result of his neighbour removing their downpipe (and a downpipe on his property having been knocked off). And the damage to the wall was from impact damage from a vehicle. While he said the initial call to RSA to lodge the claim (and B's subsequent visit) were courteous and professional, he was concerned at C's involvement (given their role as fraud investigators).

He also set out his health conditions and vulnerabilities, which he said affected his ability to take part in a recorded interview. He didn't think RSA had acted fairly in accordance with FCA requirements about handling claims promptly and fairly and due regard for the interests of customers and treating them fairly (including where customers were vulnerable).

But RSA didn't uphold the complaint. In their final response, they referred to B's findings on the damage from water ingress and to the wall. RSA recognised Mr M's reluctance to be interviewed by C, given his vulnerability, but said C were trained to accommodate this and make reasonable adjustments for his needs. RSA said it was necessary for C to investigate claims in depth in certain situations, which applied given the losses claimed for by Mr M and the circumstances. It was appropriate for C to request a recorded interview, necessary for RSA to progress their assessment of the claims.

Mr M then complained to this service. He didn't think RSA acted fairly in declining his claim. This impacted him through mould in his property triggering a medical condition and having a significant impact on his mental health and vulnerability. He wanted RSA to make an appropriate contribution to the costs of repairing the damage to his property.

Our investigator didn't uphold the complaint, concluding RSA didn't need to take any action. On the claim for damage from water ingress, he understood Mr M's concern that his neighbour removing the down pipe was the cause of the damage, but the report from B concluded the damage was the result of natural breakdown of materials over time with the fascia board rotting. While the removal of the down pipe may have highlighted this existing condition, the proximate cause was wear and tear (an exclusion under the policy). On the damage to the wall, the cause wasn't certain, but Mr M thought it due to vehicle impact or refuse collection. The report from B didn't find any impact damage with only the top part of the wall collapsed. There was also evidence the same damage was present in January 2022. Having instructed C to validate the cause, Mr M not responding to their enquiries (as the policy required a policyholder to assist RSA in validating a claim) meant RSA weren't able to progress their assessment of the claim.

Mr M disagreed with the investigator's conclusions and requested an ombudsman review the complaint. He said he'd submitted detailed information supporting his position, which he didn't think had been considered by the investigator when reaching their conclusions. He reiterated his view it was inappropriate for C (as fraud investigators) to be appointed, particularly given his health issues and vulnerabilities. He also rejected the decline of his claim for damage from water ingress as being due to wear and tear (though acknowledged the damage had occurred over a long time). He also restated his view the damage to the wall was probably due to refuse collection (of bins next to the wall). He also set out his health issues and vulnerability.

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'd first want to say to Mr M that I've considered very carefully what he's told us about his circumstances, including his health and vulnerability, and the impact on him. I've read all the information and evidence provided by Mr M to support his complaint, including detailed information on his health and vulnerabilities. I appreciate that making claims and having them assessed can also inherently be a challenging process, which will have added to the pressures on Mr M. I've borne this in mind when considering, as is my role here, deciding whether RSA have acted fairly towards Mr M.

The two key issues in Mr M's complaint are, firstly, their decline of his claim for damage to his property from water ingress, which Mr M says was caused by issues with the guttering at his property (and removal of a down pipe by his neighbour).

And, secondly, how RSA have dealt with his claim for damage to a wall, including their appointing C to investigate the claim and their wanting to arrange a recorded interview with Mr C. Mr M is concerned about RSA appointing C to investigate his claim, which he feels uncalled for and inappropriate. He says he feels harassed by C contacting him to request an interview. RSA say it was necessary to appoint C to investigate, given the circumstances of the claim and the losses claimed for, and C are trained to take account of Mr M's circumstances and vulnerability.

I've considered both views carefully on the two issues, including the points made by Mr M and RSA (and C) as well as the information and evidence available. Having done so, I've concluded RSA have acted fairly. I know this will disappoint Mr M, so I'll set out why I've come to this conclusion.

I've seen email exchanges between Mr M and C, where C requests an interview and reminds Mr M it's a condition of the policy that he provides RSA with assistance they deem necessary to deal with his claim (including attending an interview with C). And that failure to do so could lead to the claim not being accepted. Looking at the exchanges, I don't think C have been unreasonable and the tone is courteous and professional. While I appreciate Mr M sees it differently, given the nature of his health and vulnerability, I don't think there's anything in what C have said that's intimidating or could be construed to be harassment.

I've also considered B's report on the claim for damage to the wall. B visited the property at the end of June 2022 (two days after Mr M first notified RSA of the damage). The report notes Mr M first noticed the damage at the end of April 2022 thinking it was due to impact damage (but the report also says images from a publicly available source shows the same damage visible in January 2022). The report comments that part of the top of the wall has come off (the photographs show this) but states:

"There is no sign of impact damage, no evidence and no witnesses."

The report notes B have been removed from delegated authority due to the concerns raised in the report. C were appointed shortly after B's report.

On C's appointment, RSA say the points in B's report gave rise to concerns about the claims and circumstances. Given the difference in timing between Mr M noticing the damage (which he says was April 2022), reporting the damage to RSA (June 2022) and B's comment about publicly available images showing the damage in January 2022 (as well as the comments about lack of evidence of impact damage) then I don't think it was unreasonable for RSA to appoint C to further investigate the claims.

The policy also provides for this. Under the section *Guidance when making a claim* and sub heading *Claim notification* there are the following statements:

"please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible although there are some situations where immediate notice is required..."

"Claims conditions require you to provide us with any assistance and evidence that we require concerning the cause and value of any claim..."

And the following statement in the same section provides for RSA to appoint C (or other agents) as part of their assessment of a claim:

“Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.”

These terms and conditions would cover the appointment of C (and of B) and (as I've said above) considering the circumstances I've concluded it was reasonable for RSA to do so.

But I've also considered Mr M's concerns about the impact of appointing C, including their request he attend a recorded interview, given the health issues and vulnerabilities he's described. While I accept he may be concerned, I don't think this of itself means C's request is unreasonable, and as I've said above, I haven't seen anything in their communications which is not courteous or professional.

And I would expect C to conduct any interview with appropriate consideration for Mr M's circumstances. C's report following their contact with Mr M recognises the concerns he raised about an interview given his health issues and vulnerabilities and says 'alternative allowances' would have been made for Mr M. I think this reasonable and while it wouldn't be for me to set out what these may be (that would be for C to consider in discussion with Mr M) they could include whether Mr M could be accompanied by an appropriate representative, and/or an indication in advance of the subjects to be discussed.

Taking all these points together, I've concluded RSA haven't acted unreasonably in their dealing with Mr M's claim for damage to his wall.

On the claim for damage due to water ingress, I've also looked at B's report, produced after the same inspection visit at the end of June 2022. It notes what Mr M has said about the removal of a down pipe by the neighbour, leading to all rainwater flowing through one [remaining] down pipe. This has impacted the guttering on a flat roof at Mr M's property, causing water ingress and damage to the sill and fascia boards (this has happened for a while, noting Mr M's health issues). concludes the cause of damage as 'natural breakdown of materials' and states:

“The flat roof is old, all the drips have perished over time that in turn has caused the fascia to rot and the fascia board to come off. As you can see there is now only one down pipe which means all the water comes down the property's pipe.

The issue here is a natural breakdown of materials.”

Looking at the photographs in B's report, they confirm significant damage and deterioration to the flat roof and fascia board. The report also notes internal damage to the property caused by 'rainwater ingress over a period of time'

The report states the claim has been declined in full, based on the findings about the causes of the internal and external damage.

I've thought about these points in the context of the timeline of events set out above and by Mr M. He mentions damage from bad weather (a storm at the end of July 2019) as well as the removal of the down pipe by his neighbour in 2021. I've seen correspondence supporting the latter and with his local council. However, while acknowledging his health issues and vulnerabilities, it's clear the damage from water ingress has occurred over a period, at least going back to 2021. And this is consistent with the observed damage in the photographs in B's report, both to the exterior and interior of the property.

The policy terms and conditions include a requirement to prevent loss or damage. Under the section *Conditions & Exclusions* there's a sub heading *Conditions which apply to the whole policy* which includes the following:

"1. Your duty to prevent loss or damage

The insured must take steps to prevent loss of or damage to property which is insured under this contract and to maintain such property in a sound condition."

Under the same section *Conditions & Exclusions* there's a sub-heading *Exclusions which apply to the whole policy* which includes the following:

"9. Wear and tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, or resulting from wear and tear...or anything that happens gradually..."

Taking all these points into account, I've concluded the damage from the water ingress happened gradually over time. So, I've concluded RSA acted fairly and reasonably to decline Mr M's claim for the damage from water ingress.

While I've reached these conclusions, I've also considered what Mr M has told us about his health issues and vulnerabilities and the impact on him and RSA's handling of his claims. I've noted what Mr M has told us about his initial contacts with RSA and B and I've seen nothing in the information and evidence presented that differs from this. On the appointment of C and their subsequent contact with Mr M, as I've said above, the indications are they acted appropriately in the light of what he told them about his health issues and vulnerabilities and would have made 'alternative allowances' for Mr M's circumstances.

Not do I think RSA acted unfairly in their handling of the claims. They appointed B to visit the property to inspect the damage, which they did two days after Mr M notified RSA of the damage. And C was appointed shortly thereafter, initially looking to interview Mr M towards the end of July 2022.

These points taken together lead me to conclude RSA have dealt fairly with Mr M's claims; they have done so promptly, and they've taken account of his health issues and vulnerabilities.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 October 2023.

Paul King
Ombudsman