

The complaint

Mr S complains Royal & Sun Alliance Insurance Limited ('RSA') have unfairly declined his buildings insurance claim.

All references to RSA also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- Mr S said the damage claimed for were caused by storm conditions around November 2022. He says a window has been damaged by a loosened branch, which fell and hit the window.
- RSA declined the claim as it said the damage reported by Mr S was caused by wear and tear – which is excluded under the terms of the policy.
- The policy says that a storm will involve strong winds powerful enough to cause structural damage to homes.
- Weather records do not show storm conditions from around the time the damage occurred, in late November 2022. However, I can see around two weeks prior to this wind speeds of up to 45mph were recorded. This speed isn't quite strong enough to cause the sort of damage described in the policy, but I've also thought about whether the damage reported is consistent with that caused by a storm – and if so, whether I think it was the main or dominant cause of the damage.
- It's plausible storms can cause damage in the way Mr S has described. However, I'm not persuaded this is what has happened here.
- RSA's specialist reported in its survey the arch brick top was in poor condition and that damage to the windows was a result of wear and tear.
- RSA have provided photos of the damaged window which do show its general condition to be poor. The frames show signs of rot and general wear. There are also several different cracks in the window, in multiple panes, going in different directions.
- These cracks don't appear to show any impact points that I'm persuaded are consistent with a falling branch - and one of the cracks appears to originate around a rusted nail between the window's frame and pane.
- Mr S has also provided photos of the window. However, having considered these I think the condition of the window still appears to be similar to RSA's photos.
- Mr S has mentioned the windows and panes were rattling in the wind prior to the damage. But I think this further supports that the overall condition of the window was

poor. And if the wear and tear shown in the photos wasn't present, I'm not persuaded the speeds recorded would've caused the type of damage reported.

- So, taking everything into consideration, I'm persuaded by what RSA has said, that the damage has been caused by wear and tear and not by a storm. So, I think it has applied the exclusion fairly to decline Mr S's claim.
- Mr S has also spoken of damage to electrics and plasterboard at the property but hasn't provided detail of how it happened. When making a claim, the onus is on the policy holder to show a valid claim exists for one of the events covered under the policy. As Mr S hadn't done so at the time of bringing the complaint to our service, I can't say RSA have acted unfairly in not offering cover for this.
- However, Mr S has told our service he would look to obtain further reports regarding the cause of damage. These would need to be provided to RSA to consider in the first instance.

So for these reasons, I do not uphold this complaint.

My final decision

My final decision is that I do not uphold Mr S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 17 November 2023.

Michael Baronti
Ombudsman