

The complaint

Mr A is unhappy that Royal & Sun Alliance Limited (RSA) declined his claim for accidental damage to his ceiling.

What happened

Mr A had buildings insurance underwritten by RSA. He claimed under the policy after he noticed dents/cracks in his ceiling. Mr A explained that he'd become distracted when repressurising his boiler and forgot he'd left the water running. He said the pipes were screwed to the ceiling joists so when they became over pressurised the pipes pushed down into the joists. Mr A said that's what caused the ceiling damage.

RSA's surveyor inspected the damage and issued a report stating the cracks were due to normal building settlement. RSA declined Mr A's claim under the policy exclusion of wear and tear and anything which happens gradually.

Mr A was unhappy with RSA's response. He felt RSA hadn't appointed a suitably qualified engineer because their expertise was in buildings rather than heating systems. Mr A provided further evidence from boiler engineers to support his claim.

RSA maintained its decision to decline the claim and issued its final response to Mr A's complaint. So he brought his complaint to us.

Our investigator didn't think RSA had unfairly declined the claim. He said the evidence supporting RSA's view of the cause of damage was more persuasive, so he didn't uphold Mr A's complaint.

Mr A didn't agree. He explained that his main concern wasn't about the claim payment. It was about the fact that RSA didn't believe him and he wanted justice. Mr A repeated his concerns that:

- the surveyor didn't have expertise in heating systems;
- the pipes were screwed down so they could only press down on the joists;
- the damaged ceiling wasn't caused by the building settling but he didn't know how to prove that, and
- his boiler engineer confirmed to him, but wouldn't put in writing, that the over pressurised pipes caused damage.

The complaint was passed to me to decide.

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've decided not to uphold Mr A's complaint. I'll explain why.

The background I've given above is just a brief overview of the circumstances. I've looked at the expert reports, photos, and all supporting evidence provided by both Mr A and RSA. I've also listened to the call recordings. I won't comment on every point of the complaint. Instead I'll focus on the key point and comment on specific evidence where I think it will help me explain my decision.

Firstly, I'll address Mr A's concern that he hasn't been believed. I can understand why he'd think that - RSA declined his claim for damage because it didn't think the cause was as he reported. However, I haven't seen anything in the evidence to suggest there's any disbelief about the events Mr A reported leading up to the point when he noticed his ceiling damage. The point is that RSA will only cover accidental damage under the policy if Mr A can show that there was an insured cause. It accepted his account of events, but RSA's surveyor said the damage was consistent with cracks seen when a building has settled, and the age of Mr A's house would fit with that assessment.

So, based on the evidence, I'm satisfied that RSA declined the claim because it didn't think the over pressurised pipe was the cause of the damage, rather than that it disbelieved Mr A's account of events.

That leads me to RSA's decision to decline the claim. RSA's expert report says the damage is consistent with gradual causes which can be expected in a building of that age. The surveyor pointed out that similar cracks were evident in other rooms, all of which corresponded with places where plasterboard meets and where the coving/wall meets the ceiling. There was also evidence of an earlier repair of one ceiling crack, although I understand Mr A didn't complete the repair.

Looking at the photos, I think RSA has given a reasonable explanation for the cause of damage. I've looked at Mr A's reports, but the evidence is suggestive of what could happen rather than conclusive. In the absence of an independent report stating that the over pressurised pipes more than likely caused all of the cracks in Mr A's ceilings, I can't fairly disregard RSA's report.

Therefore, I'm satisfied that the expert evidence indicates RSA declined the claim fairly under the policy exclusion of gradual causes.

I've thought about Mr A's complaint that RSA's surveyor was a building surveyor rather than an expert on heating systems. However, I don't think that adversely affects the outcome of the assessment. The damage was to the ceiling – part of the building – not the heating system. Therefore, I consider it reasonable that a building surveyor assessed the likely cause of damage based on their expert knowledge of buildings.

I understand why Mr A might've expected a boiler engineer. But I note that his boiler engineer wouldn't put in writing that the pipes caused the damage. Therefore, I can't reasonably say that a boiler engineer would've been in a better position to identify the cause of damage to the ceiling. I don't think RSA did anything wrong here.

Overall, based on the evidence available to me, I haven't seen anything to indicate that RSA unfairly declined Mr A's claim under the policy exclusion of gradual causes. Therefore, I won't be asking RSA to reconsider the claim.

As a final point, I wanted to come back to Mr A's comment that he wasn't believed. It seems that the ceiling damage itself hasn't caused him distress or inconvenience, and he's said he can easily arrange to have the repairs done. Rather, he is more upset at the thought that he's considered to be dishonest. But his declined claim doesn't automatically mean the claim is dishonest. It simply means that on the balance of evidence available, RSA thought the

damage was more likely caused by building settlement than over pressurised pipes. I hope that provides Mr A with some reassurance.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 9 November 2023.

Debra Vaughan
Ombudsman