

The complaint

Mr and Mrs G complain Royal and Sun Alliance Insurance Limited (RSA) unfairly declined to settle her claim on her home buildings insurance policy.

References to Mr or Mrs G, will include the other.

RSA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As RSA have accepted it is accountable for the actions of the intermediary, in my decision, any reference to RSA includes the actions of the intermediary.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

What happened

Mrs G made a claim on her home buildings insurance policy after her roof was damaged during a storm. Water entered through the damaged roof and caused some damage to internal decoration.

RSA inspected the damage to the roof. It said it found deterioration of mortar, which was wear and tear, which led to the ingress of water. It said the storm wasn't the dominant cause of the damage to the roof. It declined to settle her claim.

Because Mrs G was not happy with RSA, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and were satisfied the damage wasn't wholly or mainly caused by the storm – but rather the storm highlighted an existing issue with the roof. Because of this they felt RSA had fairly declined to settle the claim. They said RSA could've handled communication about the claim better and said the £75 awarded to Mrs G by RSA was fair for the trouble, upset and inconvenience caused.

As Mrs G is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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 role isn't to assess Mrs G's claim or investigate the damage, but to consider whether RSA fairly and reasonably considered the information and evidence available when coming to a decision.

When we consider complaints about claims as a result of storm damage we approach them in a similar manner. There are three conditions that need to be met before we can say that a business should deal with a claim for storm damage. Those conditions are:

1) Was there a storm?

Yes. Mrs G's policy doesn't specifically define storm. RSA said to be considered storm conditions, it would be expecting wind gusts in excess of 47mph and rainfall intensity greater than 16mm per hour. The weather data it used confirmed storm winds were present only. Our approach is that a storm involves wind which is usually accompanied by rain, hail, or snow. The evidence obtained by our investigator showed storm force winds and heavy rain.

I am confident that the weather reports are of a reliable source and therefore based on the information presented I am persuaded there was wind or rain that was considered as a storm in the month of October 2023 when Mrs G noticed the leak in her roof.

2) Is the damage typical of that caused by a storm?

No. RSA's approved surveyor attended Mrs G's property to assess the roof and damage. The survey found there was moss present on the roof and there was deteriorating mortar works to the ridge tiles, which was in the same position of the leak internally. It said the cause of damage was not the storm but wear and tear and gradually breakdown of the materials.

Mrs G said pictures from her own roofer showed at least four broken tiles that were not noticed by RSA. Mrs G said her roofer said the ridge tiles were in need of pointing.

I looked at both RSA's images and report, and Mrs G's roofer's images. They both show moss across the roof and also moss in the cracks in the broken tiles and around the slipped tiles. I am not persuaded the damage was consistent with either wind or rain damage, so I am in agreement that RSA's decision not to accept the external damage to the roof was related to the storm was correct.

3) Were the storm conditions the main cause of the damage?

No. I am not persuaded the storm was the main cause of damage to the roof. I am satisfied the weather conditions experienced highlighted the existing issues on the roof.

I looked at the terms and conditions of the policy and it says;

"General conditions and exclusions

"No cover is provided for wear and tear, maintenance or anything that happens gradually."

I agree RSA fairly declined to settle the claim for the damage to the roof because the damage found was not typical of that caused by a storm and the storm was not the main cause of the damage. The evidence shows damage which was consistent with wear and tear which is excluded from cover in the terms and conditions of the policy.

I acknowledge Mrs G's point that she was unhappy the inspection undertaken by RSA's surveyor was completed by the use of an extendable camera to take the images of the roof and the surveyor did not go into the loft. This practice is not unusual and I found the images captured were clear and showed the roof and the area of damage. The images supplied by Mrs G's roofer did show closer images of some damaged roof tiles but these did not change the outcome the damage found was not consistent with storm damage.

As Mrs G's policy included accidental damage cover, RSA offered to settle for the internal damage caused by the water ingress. Due to the low value of this part of the claim Mrs G decided to withdraw it.

I saw RSA accepted it could've handled the communication about Mrs G's claim better and it awarded £75 compensation which it sent to her by cheque. I'm satisfied this is fair for the inconvenience it caused by the way it handled matters.

I accept rainwater did get in through Mr and Mrs G's roof and it caused an amount of internal damage. I understand this will have caused upset and inconvenience to them. I know they will be disappointed, but I do not uphold this complaint and I don't require RSA to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 31 July 2024.

Sally-Ann Harding
Ombudsman