

The complaint

Mr G has complained that Royal & Sun Alliance Insurance Limited trading as RSA ('RSA') unfairly declined a claim under his home insurance policy.

What happened

Mr G contacted RSA to make a claim for damage to the roof at his property. RSA arranged for a surveyor to assess the damage. The surveyor said it wasn't storm damage and declined the claim.

Mr G complained. He wanted RSA to cover the claim. He was also unhappy about the surveyor's attitude. When RSA replied, it upheld the complaint in part. It maintained its decision to decline the claim. It said there wasn't evidence to show the damage was covered by the policy. However, it offered £25 compensation for any issues with the surveyor.

Following this, Mr G complained to this service. Our investigator upheld the complaint. She said there wasn't evidence of a storm, but that it should be covered under the buildings accidental damage part of the policy because it met that definition. She also said RSA should pay £300 compensation.

RSA didn't agree the damage should be covered under the policy. It said there wasn't an insured event. So, the complaint was referred to me.

I issued my provisional decision on 30 May 2024. In my provisional decision, I explained the reasons why I wasn't planning to uphold this complaint. I said:

When we look at a storm claim complaint, there are three main issues we consider:

- 1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. is the damage claimed for consistent with damage a storm typically causes?*
- 3. were the storm conditions the main cause of the damage?*

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, Mr G wasn't sure of an exact date when the damage happened. So, I've looked at the weather data for the period in the lead up to when he reported the damage. Having done so, I didn't see weather conditions that would be regarded as a storm.

Mr G also said there were two named storms around the time he reported the damage to RSA. So, I've also thought about that. Looking at the information about those storms, I can see they particularly affected other parts of the UK, rather than where Mr G lived. I haven't seen evidence that storm conditions were recorded locally to Mr G during the named storms.

I've also read Mr G's builder's report. This said the roof had been "severely affected by unusual weather conditions, resulting in notable damage". Later in the report, it referred to the damage aligning with "freak weather conditions". Although the builder said the weather

was the cause, the report gave no timeframe for this. The policy also didn't cover bad weather. The damage would still need to be the result of a storm for it to be covered under this part of the policy. I haven't seen evidence of storm conditions local to Mr G's property around the time of the claim.

So, I think the answer to the first question is no. As a result, I don't need to consider the other questions. I think it was reasonable that RSA didn't cover the claim under the storm part of the policy.

When Mr G asked for his complaint to be reviewed by an ombudsman, he provided more information. He said:

"It was the professional opinion of 3 accredited roofers, who viewed the roof from up close, and stated that the metal roof, due to its thickness and fixings, could only have been ripped off its bearings by a storm. Over time it was then lifted further by frequent gusts of wind until it was flipped over 180 degrees, resulting in the rainwater egress

...

whilst I cannot possibly provide a date, as I could not reasonably be expected to notice the damaged roof prior to the ingress of water, due to the height of the dormer roof, it definitely took place after I purchased this house in 1984.

...

During March 2018 [a named company] moved the underwriting to RSA. Consequently, any storm, which was, in the opinion of the accredited roofers, the catalyst to this damage, would have occurred in this period, (and most likely in the 5 years since 2018, and would have been a "covered" risk by one or other of the 2 companies)."

This information doesn't change my view about whether it was reasonable for RSA to decline the claim. RSA's policy provided cover for one-off insured events. It was for Mr G to show the damage was the result of a one-off insured event covered by the policy.

Mr G has said the damage could have happened at any point in a 40-year period. But, he thinks it more likely happened since RSA became his insurer in 2018. RSA doesn't need to cover a claim simply because a storm might have happened during a five-year period. Mr G claimed for damage he thinks was started by a storm at an unknown time that was then followed by frequent gusts of wind over an unknown period that later led to the roof lifting. Mr G hasn't described a one-off incident. So, there wasn't cover under the policy.

I'm aware Mr G has said there was some pre-existing internal damage from an incident in 2010. He said he wasn't claiming for this, but that there was some new internal damage that was only the result of the new incident. So, I've also thought about this. Even if there was some new internal damage that only happened around the time of this claim, it wasn't the result of a storm because there wasn't a storm around that time. I've also checked the policy and Mr G didn't have buildings accidental damage cover. So, there was no policy cover for the internal damage and RSA didn't need to cover this part of the claim.

Mr G also complained about the surveyor. He said the surveyor didn't properly survey the roof and was rude and unhelpful. I've seen the photos the surveyor took of the roof and I can see it had a covering on it. I can therefore understand that Mr G was concerned the surveyor wasn't able to fully assess the condition of the roof. However, it is common for surveyors to take a photo using a pole camera, which I understand is what happened here. I wouldn't normally expect a surveyor to go onto a roof or to climb a ladder, which the surveyor would have needed to do to see under the covering.

I've also listened to the voice note the surveyor made during the visit. He said:

“The tarpaulin is covering the whole of the roof awaiting repairs. I can’t actually see what’s going on. Given the ingresses internally have been going on for some time, this would be a natural breakdown. It’s not a specific incident internally. So, it therefore wouldn’t be a specific incident externally. So, claim would be declined”.

So, I think the surveyor was clear he hadn’t viewed the roof itself and explained why he reached the conclusion he did about the claim. There were also photos showing the roof was covered and photos showing extensive internal damage that appeared to be long term. I’m aware Mr G has said there was pre-existing internal damage and that the damage claimed for was new. But, RSA also reviewed the claim and had access to all the information obtained by the surveyor to see if there was reason to cover the claim. Having done so, RSA still declined it. I think the £25 RSA offered for any concerns Mr G had about the surveyor was fair in the circumstances.

Having thought about the circumstances of this complaint, I don’t currently intend to uphold it or to require RSA to do anything further in relation to it.

I asked both parties to send me any more information or evidence they wanted me to look at by 27 June 2024. Neither party replied to my provisional 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 don’t uphold this complaint and for the reasons given in my provisional decision. I didn’t have any comments from either party to consider. However, I’ve reviewed this complaint again and have found no reason to change my view about what is a fair and reasonable outcome.

My final decision

For the reasons I’ve given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr G to accept or reject my decision before 29 July 2024.

Louise O’Sullivan
Ombudsman