

## **The complaint**

Mr C has complained that Royal & Sun Alliance Insurance Limited ('RSA') declined his claim for alleged storm damage under his home insurance policy. For the avoidance of doubt, the term RSA includes its agents and representatives for the purposes of this decision.

## **What happened**

In December 2022, Mr C reported that his bedroom ceiling had been badly damaged, and he submitted a claim to his insurance broker. After he sent quotes, several emails and photographs over a period of nine months, Mr C was told that his claim had been declined. Mr C was unhappy with the overall service and claim decision by RSA. Following his complaint, RSA maintained its decision to decline his claim.

Mr C then referred his claim to this service. Initially, the relevant investigator upheld Mr C's complaint and considered that it wasn't reasonable to expect Mr C's experts to provide the exact date of a storm which was alleged to have caused the damage. In her second view however, the investigator concluded that her initial view hadn't been correct and she ultimately didn't uphold Mr C's complaint. The investigator's revised view indicated that she'd persuaded that a single, one-off storm wasn't the cause of damage and the policy requirements weren't therefore fulfilled.

Mr C wasn't happy with the second view which was issued by the investigator and the matter was then referred to me to make a final decision in my role as Ombudsman.

## **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.

The key issue for me to determine is whether RSA acted in a fair and reasonable manner in declining Mr C's claim and whether it acted reasonably in relation to the service it provided. I appreciate that the investigator initially upheld and later decided not to uphold his complaint. Unfortunately for Mr C, I consider that RSA was entitled to decline his claim. However, I partly uphold Mr C's complaint in relation to service aspects of Mr C's complaint, and I'll explain why. In reaching this decision, I've considered the submissions of the parties as summarised below.

Mr C felt that the whole process had been very frustrating and time-consuming. He wanted RSA to validate his claim. He'd instructed a contractor who confirmed in February 2023 that he'd carried out an on-site survey. The contractor noted that the bedroom ceiling had collapsed due to water ingress from the roof and noted that a few roof tiles had lifted, leaving large gaps underneath where the water had been getting in. He produced a quote to remedy the problem, for over £5,200 including VAT.

The contractor produced a further brief report in June 2023 which confirmed that the most likely and probable cause for the lifting of tiles was severe weather conditions, '*over the last few years*'. The builder referenced maintenance work which had been carried out in July

2020 and provided a photograph of the same roof area. He said that this showed the tiles to be uniform with no signs of lifting at that time.

In further correspondence, Mr C's contractor was adamant that the damaged ceiling wasn't an event that had been happening over time. He said that if this had been the case, then water-staining to the ceiling would have been visible for some time and the ceiling would have at least partially collapsed, and this hadn't occurred. He confirmed that Mr C had noticed the cracked and bowed ceiling some three or four weeks before reporting the matter. He said, *'In our opinion the damage was most likely caused in an around October/November 2022 due to storm damage'*. Mr C concluded that, *'it's highly likely that the event occurred sometime in or around the 4 weeks leading up to December 22'*.

Mr C felt that a previous inspection in early January 2023 had amounted to a cursory glance at the interior, the ceiling wasn't exposed and no access was obtained to the roof, but the report did note that there may be some form of water ingress. Mr C noted that the service's investigator had originally confirmed that it would have been unreasonable for the builder to try to pinpoint a *'specific date for the storm that has caused this one-off event'*. He reiterated that up until the event in question, the roof was in a good condition and no water ingress had occurred. In conclusion, he said that his appointed contractor didn't confirm that the damage occurred over time.

I now turn to the submissions made by RSA. It said that following receipt of Mr C's claim, it asked Mr C to supply a 'cause of damage' report, photographs of the damage and quotes to fix the damage. It confirmed that Mr C had supplied these. It said that the report was received in early January 2023 and additional quotes had been received in February and March 2023. It said that it reviewed the claim and referred it to the underwriters for advice on cover due to certain endorsements on the policy and the need to verify the circumstances around the property and policy cover.

RSA said that it had spoken to Mr C in April 2023, and Mr C confirmed that he didn't live at the property, and it therefore advised that the cover wasn't suitable, and it also declined and closed the claim. Mr C was then placed onto a different scheme to ensure cover and in June 2023, Mr C was asked to again provide the new claims team with the cause of damage report on letterheaded paper, along with photographs of damage and repair quotes. In June 2023, RSA advised Mr C's broker that it was waiting for Mr C to send the documents to validate the claim, there was no cause of damage clarification, and no external photographs of the roof to validate the damage. These were sent by the broker at the end of June 2023. RSA said that after further reviews of the claim, it tried to contact Mr C to discuss the matter, but this was unsuccessful, and so it emailed the broker with a decision to decline the claim.

RSA considered that the evidence didn't meet the policy conditions on the policy, as the cause of damage report stated that, *'the damage has been ongoing over the last few years'*, and as such wasn't the result of a one-off incident. It also didn't agree that there had been any unnecessary delays or poor communication during the claim, and it referred to having awaited documents from Mr C and the validation process undertaken by underwriters. It reiterated its view that the relevant damage wasn't caused by a one-off storm event but was likely to be due to bad weather and multiple storms over a long period, and that Mr C hadn't been able to show a date of loss. It considered that if the roof itself had been maintained following previous storms, then the damage would not have occurred. As such, it considered that the damage wasn't covered by the policy.

The starting point for decisions of this nature will be the wording of the policy documents. In this case I note that storm damage is covered in principle. However, I also note that it states that the property must be maintained to a good state of repair. There are also standard general exclusions in the policy which forms the basis of the contract between the insurer

and the policyholder. There is a general exclusion applying to the policy regarding damage which has taken place over time, being, '*Damage caused by any gradually operating cause*'.

Unfortunately, insurance policies don't cover the policyholder for every eventuality. They cover for the events specifically included and not excluded in the policy. Whilst the policy document is not the clearest of documents, since it doesn't have a specific definition for a storm event, and the exclusion appear next to the peril which references smoke damage. Nevertheless, on the balance of probabilities, I consider that this standard exclusion was sufficiently clear and intended to apply in this policy. As to storm damage, the reasonable and proportionate approach to storm damage in the absence of a policy definition, is that an insurer would be expected to meet the cost of damage following a specific and identifiable severe one-off event, with strong winds and/or extremely high rainfall.

In this case, both the insurer and the investigator identified a number of storm events in the weeks preceding the damage reported by Mr C in December 2022. However, the available evidence produced on behalf of Mr C hasn't been sufficiently precise to enable him to show that the damage had been caused by any particular storm event. To the contrary, Mr C's contractor initially indicated that the damage was likely to have been caused over several years and over several events. His opinion was that the cause of damage was most likely to be; '*the severe weather conditions over the last few years*'. Unfortunately for Mr C, this doesn't engage the wording of the policy.

In considering the issue of storm damage, the service adopts a three-stage approach. Firstly, it asks whether storm conditions occurred on or around the date the damage is said to have happened. Secondly, it asks whether the reported damage is consistent with damage typically caused by a storm. If these questions are answered in the affirmative, the service then goes on to consider the third question being, were the storm conditions the main cause of damage?

The report following an inspection in January 2023 noted; '*It is difficult to determine but being on a party wall it may be some form of water ingress/rot on the original structure causing it to drop, or pure age/movement on the ceiling*'. The contractor's February 2023 report then indicated that the pitched roof was inspected and a few of the roof tiles had lifted leaving large gaps underneath where water has been getting in and this has resulted in damage to the ceiling. Whilst the reported damage might therefore be consistent with damage typically caused by a storm, I'm not satisfied that the damage was caused by a particular storm on an identified date. Unfortunately, the available evidence is vague and contradictory and doesn't identify the date on which a one-off event occurred.

In conclusion, unfortunately for Mr C, damage caused by unidentified storms or a series of bad weather over time isn't covered under the policy. I appreciate that there were weather events which would have been classed as storm events on a number of occasions in the weeks before the damage was reported by Mr C to RSA. However, this doesn't mean that a particular storm event caused the damage. The expert evidence points more towards the gradual impact of weather on the integrity of the roof.

It's noted that there were no signs of staining to the ceiling which Mr C's contractor considered was usually apparent with ongoing water ingress over time. However, he indicated that movement or settlement over time might also be the cause. The report dated January 2023 provided the opinion that the bedroom ceiling damage was due to some form of water ingress or rot on the original structure causing it to drop or cause movement in the ceiling. I consider that, in the absence of evidence from a structural survey, this evidence shows that there were a number of explanations for the damage. It's therefore not possible for me to conclude that on the balance of probabilities the damage in question was covered by Mr C's policy.

I also note that cracking in the chimney and also the firewall had also been noted by the contractor, and this indicates that there was general wear and tear occurring in the property over time. An insurer wouldn't be expected to cover such damage, as general maintenance of the property and its roof may well have prevented this. The contractor confirmed the roof was maintained back in 2020, however, this was two years prior to the identified damage, and this doesn't change my conclusion that the damage was likely to have been caused gradually.

I can understand that Mr C felt that the whole process had been very frustrating and time consuming, but the contractor provided evidence that was contradictory in certain important respects. He had originally referred to damage occurring over, '*the last few years*' and then October or November 2022, however in either case, this implies that damage occurred gradually. The images of the ceiling internally as well as the report from January 2023, in fact did evidence signs of collapse as it had bowed and dropped. The contractor had indicated that this may well indicate water ingress over time.

In conclusion, I don't uphold the substantive complaint regarding RSA's decline of Mr C's claim. I do agree with the investigator however, that the timeliness of RSA's service and communication could have been better. I consider that communication between RSA and its agents and the policyholder was poor in some respects and did cause confusion. Mr C would have been inconvenienced as a result and had to wait a number of months for the final decision to decline his claim. I'm satisfied in the circumstances that £100 would be an appropriate level of compensation to be paid to Mr C to recognise the distress and inconvenience caused.

### **My final decision**

For the reasons given above, I partly uphold Mr S's complaint and require Royal & Sun Alliance Insurance Limited to pay Mr C compensation of £100 for the distress and inconvenience caused by its service failure.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 13 August 2024.

Claire Jones  
**Ombudsman**