

## The complaint

Mr I has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under a home insurance policy.

## What happened

Mr I contacted RSA to make a claim for storm damage to his home. RSA sent a surveyor to assess the damage. It then declined the claim because it said the damage was due to the natural breakdown of materials.

When Mr I complained, RSA maintained its decision to decline the claim. It said no storm related damage was found. It said the damage was due to the natural breakdown of materials and age-related wear and tear. It said the damage couldn't be attributed to a one-off insured event.

So, Mr I complained to this Service. Our Investigator didn't uphold the complaint. She said although there were storm conditions around the time storm damage was reported, the damage wasn't consistent with a one-off event. She said there was evidence of a natural breakdown of materials, which seemed to be the dominant cause.

As Mr I didn't agree, the complaint was referred to me.

I issued my provisional decision on 18 November 2024. In my provisional decision, I explained the reasons why I was planning to uphold the 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, I've looked at a weather database to check the weather around the time Mr I said the damage happened. These showed windspeeds that would be considered storm strength. So, I think there was a storm around that time. I note that the level of rainfall recorded on the database around that time wouldn't be considered as being storm level. However, I've seen local flood warnings were in place around that time, which were due to heavy rainfall. I've also seen online photos of local flooding. I'm aware this is different to what the weather database showed about rain levels. But, regardless, I think the answer to the first question on whether there was a storm is yes, based on the windspeed.*

*So, I've thought about the second question and whether the damage was consistent with a storm. Mr I reported a range of damage, including to render, chimneys and guttering. He also said water entered the property and caused internal damage and debris fell down a chimney. I think strong enough winds could cause external damage to chimneys, render and*

*guttering. It could also result in rain entering a property. So, I think the answer to this question is also yes.*

*As a result, I've thought about the third question, which is whether the storm was the main cause of the damage. It's my understanding that the damage that formed part of this claim was at the rear of the property. When the surveyor visited, he recorded a voice note that said:*

*"... the back garden is so overgrown I can't get a telescopic camera pole mast anywhere near the chimneys or the roof. Now the chimneys and the roof are also four storeys high so it would be an issue. But the customer's claiming for the lead bay that's pouring, that's leaking and he thinks that's damage due to storm. I've tried to take [unclear wording] a couple of photographs of the bay balcony sort of showing where the render has just rotted away and it's all just damaged. He's claiming for a little façade that you can see on the side of the property and there's just the debris on the ground of all the cement render. He's claiming that the chimneys are... that the nice new paint he put on there has all come away in the winds. You can see the render is just rotting away. This is all part of a previous claim in 2020, which I think was declined. He says the chimney pots have come off the roof. I can't get up high enough to see. The property is in such poor condition that I can't assess it properly, to be honest. Because I can't get to the level base to get a camera pole up there. So there's a few issues with this. It's all wear and tear. There was a previous claim that's been repudiated in 2020 and for me it all looks like the same damage. He's claiming for the gutter now there's one photograph I've tried to get of the gutter up through the trees where the gutter has come away at the corner but when you look at [the surveyor's] report from 2020, it was starting to go then... it's all just a natural breakdown of materials to me, but I can't access the roof fully because I can't get a level base anywhere down the bottom and it's too high because of the poor condition, the foliage is just growing weeds everywhere."*

*From what I've seen, I think this was a difficult claim to assess. The surveyor photos showed vegetation growing in the garden to the rear of the property. The surveyor noted that, as a result, he couldn't see the roof or chimneys in detail. I'm aware Mr I said he told the surveyor he could access the roof through a loft hatch, which he said the surveyor declined. But, I wouldn't generally expect a surveyor to go on the roof. I think it's common for a surveyor to assess a property from ground level and to use a camera. So, I don't think how the surveyor carried out the survey was unusual. But because he had to carry it out from more of a distance and there was a lot of foliage in the way, this limited what he was able to see. I think the surveyor's note suggests he wasn't able to carry out a proper assessment. So, it appears his conclusion that the damage to the chimney and roof was caused by a natural breakdown of materials was based on a wider assessment of the condition of the property.*

*As part of that, the surveyor seemed to suggest the damage claimed for might be the same as damage Mr I made a claim for in 2020. It's my understanding that the 2020 claim was under a different policy and that claim was declined due to the cause being a natural breakdown in materials. I've seen the surveyor's report from 2020. Looking at the photos from that claim and taking into account what Mr I has said, it's my understanding that the previous claim was for another part of the building. The property has four chimneys and, from what I can see, the photo of a chimney taken in 2020 was a side view of the front of the property. But the more recent claim was for a chimney at the rear of the property. I'm not currently persuaded it's fair to say the same damage was claimed for both times and to rely on this to evidence of the property's continued deterioration. Despite the difficulty in viewing the roof and chimney, I don't think the 2020 photos can be relied on to assess the condition of the rear chimney. I also think it's difficult to tell from some of the 2020 photos which parts of the property they show. I think that then makes it difficult to compare them to the more recent photos to assess whether specific parts of the building have deteriorated.*

*The surveyor also referred to some render that had fallen to the ground, which he said in another voice note was a cornice that had broken. However, I couldn't tell from the photos where this damage was to the property. So, I don't think I have enough information to say the surveyor's findings were fair.*

*Mr I also claimed for internal damage. In a voice note, the surveyor said "... we've got a failed lead bay that is leaking for some time by the indication of the internals. He's said that's due to the gutters that's come off the back of the property, which I can barely see because I can't get a camera pole up there...". But I also listened to another voice note by the surveyor that gave an overview of the claim that said there was no internal damage. So, I think it's unclear why there seemed to be internal damage noted in one voice note, but another voice note said there was none. The surveyor also said he didn't think the gutters were damaged by the storm, but in the voice note said he could barely see the gutters.*

*Although I accept this was a difficult claim to assess, I don't currently think RSA has shown it fairly assessed the evidence to decide the damage was the result of a natural breakdown of materials. The surveyor seemed to decide the damage claimed for had been claimed for in 2020. But I don't think the evidence shows that was the case. The surveyor also said he couldn't clearly see the roof, chimney or guttering but concluded they had each been damaged by a natural breakdown of materials. I don't think I can reasonably conclude that these findings were fair.*

*As a result, I currently intend to uphold this complaint and to require RSA to reconsider each element of the claim in line with the policy terms and conditions.*

I asked both parties to send me any more information or evidence they wanted me to look at by 18 November 2024.

Mr I replied and agreed with my decision. In summary, he said:

- He reserved the right to appeal any decision by RSA to produce a whitewash response simply to comply with my decision.
- A local builder will be available in the next few weeks to take a closer look at the storm damage should a dispute arise. The builder also previously saw the damage so could confirm what he saw previously.
- He had since had a temporary repair carried out, but the person who carried out the repair had taken advantage of Mr I by not carrying out an appropriate repair. He didn't want RSA to take advantage of this in any reassessment.
- He hadn't attempted to climb on the roof himself because he isn't a builder and assumed his observations wouldn't be considered.
- He hoped the storm claim would now be dealt with properly by RSA, so that proper repairs could be carried out.

RSA replied. It said it had reviewed the claim and given the condition of the property, on the balance of probabilities, was satisfied the damage wasn't covered by the policy. It agreed there were storm conditions but said it had merely highlighted maintenance issues. It also provided photos of the chimneys at the property.

### **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 uphold this complaint and for the reasons given in my provisional decision. As part of that, I've considered all the comments from Mr I and RSA.

RSA has provided photos of the chimneys. Before I issued my provisional decision, I looked at all the photos in detail, including these photos. I think it's difficult always to tell which parts of the building, including which chimneys, are shown in the photos. But regardless of this, the surveyor said "[Mr I] says *the chimney pots have come off the roof. I can't get up high enough to see*" and "*I can't access the roof fully because I can't get a level base anywhere down the bottom and it's too high because of the poor condition*". So, the surveyor said he couldn't see the chimney in detail, as well as other parts of the external damage claimed for.

The surveyor also said the damage being claimed for was the same as the damage claimed for in 2020. However, based on what I've seen, that wasn't correct. The 2020 claim was for the front of the property. The more recent claim was for the rear of the property. I also explained that I thought there wasn't enough information about the render/ cornice that had fallen to the ground. But I haven't been provided with any further information about this to show why it was fair not to deal with this part of the claim. RSA also hasn't responded about the internal damage or the gutters and the seeming contradiction between the surveyor's voice notes.

So, I still don't think RSA has shown it fairly assessed the claim or that it was fair to decline it. I remain of the view that RSA needs to reconsider each element of the claim and provide Mr I with a decision.

I'm aware Mr I has said he can arrange for a builder to go on the roof. However, I don't require any further information from Mr I. This is my final decision on the complaint. If Mr I accepts my decision, it is for RSA to take the next steps. If Mr I doesn't agree with what RSA then decides, he needs to complain to RSA.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require Royal & Sun Alliance Insurance Limited to reconsider each element of the claim in line with the policy terms and conditions and to tell Mr I the outcome.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 17 December 2024.

Louise O'Sullivan  
**Ombudsman**