

## **The complaint**

Mr and Mrs B complain about the way Royal & Sun Alliance Insurance Limited (RSA) handled a claim for storm damage to their property under their home insurance policy.

Reference to RSA includes its agents.

## **What happened**

Mr and Mrs B have a home contents and buildings insurance policy that's underwritten by RSA. In October 2020 rainwater came into their property, causing the hallway ceiling to collapse and damaging the walls and carpet. They contacted RSA who said someone would be in touch the next day. In between times Mr and Mrs B asked a roofing company to help minimise the damage, which they did. When Mr and Mrs B contacted RSA the next day, they were told the damage wouldn't be covered as it would be considered wear and tear. Later in the week RSA apologised for that call. It opened a claim and appointed a surveyor to inspect the property. By this time, the roofing company had returned and taken action to stop further rainwater penetration.

In November 2020 RSA made an offer to settle the claim. The offer only covered the internal work and not the external work or floor coverings, so Mr and Mrs B rejected the offer. They also asked to see the report prepared by the surveyor as they wanted to challenge the decision not to pay for the external works. And they complained about the way RSA had handled the claim, particularly the poor communication they'd received.

RSA said its surveyor hadn't found any storm related damage and so had declined Mr and Mrs B's claim for external damage. It explained the approach it takes when considering claims for storm damage. And explained why it didn't consider there were storm conditions around the time the damage was caused. RSA agreed the service Mr and Mrs B had received had fallen short of the standard expected and it offered them £100 by way of an apology.

Mr and Mrs B remained unhappy so brought their complaint to this service. They said they'd agreed to the settlement offer for the internal works but only on the condition RSA provide them with the surveyor's report into the condition of the roof. They said the surveyor had given them a verbal assessment but nothing in writing.

Our investigator partly upheld the complaint. He didn't think he could say there were definitely no storm conditions in the area at the time of the events complained about. But he didn't think the damage claimed was consistent with the damage a storm typically causes. So, he didn't think RSA needed to take any further action on the claim. But he thought RSA should increase the amount they paid Mr and Mrs B because of the poor customer service they'd received. In particular, RSA's communication about the surveyor's report. He thought it should pay them a total of £200, so a further £100 in addition to the £100 RSA had already offered.

RSA didn't think a further £100 was justified. While Mr and Mrs B raised a number of issues, which I summarise below:

- RSA told them they wouldn't be covered without doing any checks, as if it was a predetermined outcome.
- RSA failed to respond to any of their emails, other than responding to the complaint.
- The surveyor made an assessment of the roof without anything to base this on.
- The roofing company found no defects with his roof and concluded the problem had simply been the volume of rainfall over a prolonged period that caused the ingress.
- The damage had occurred during storm Alex and they didn't understand how the conditions at the time weren't considered sufficient to be a storm.
- The terms and conditions don't explain how RSA assess when there have been storm conditions.

As neither RSA nor Mr and Mrs B agreed with the investigator's view, the complaint has been passed to me to make a final 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've come to the same conclusion as our investigator and for broadly the same reasons. Let me explain why.

Mr and Mrs B think their property was damaged during a storm and they think they should be covered for this type of claim. So, I've considered this, taking into account the policy terms and conditions.

As our investigator explained, when we look at storm damage cases, we ask three main questions:

1. Were there storm conditions 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 damage?

If the answer to all of these questions is 'yes' then the claim is likely to succeed. But, if the answer to *any* of above questions is 'no' the claim for storm damage is unlikely to be covered.

RSA said it understood that slight structural damage can occur when winds reach speeds of 47mph or more. It said rain alone won't damage the external areas of a property but it accepts that rain of a certain intensity (16mm of rainfall an hour) can start to get inside. RSA said it had reviewed the weather information at the time Mr and Mrs B noticed the damage to their property, and also looked at data for the month beforehand. It said this showed maximum winds of 35mph during this time, and the highest intensity of rain was 3.4mm per hour. It said it didn't consider these to be storm conditions.

Mr and Mrs B are right to say their policy document is silent on the measures RSA use to assess whether or not there are storm conditions. Not all policies provide that detail. I don't think that's necessarily unreasonable and, in this case, RSA has explained what they consider to be storm conditions. That explanation seems fair and based on an approach similar to that taken by this service.

I've checked RSA's data against our own source of weather data. The data for the closest weather station to Mr and Mrs B's property matches RSA's findings. The strongest wind recorded in the week before Mr and Mrs B discovered the damage was 35mph on

2 October 2020. This weather station recorded rainfall of 3.4mm per hour on 24 September 2020. Both are well below the threshold set by RSA to meet its definition of storm conditions.

Mr and Mrs B have mentioned storm Alex and I can see why they don't understand how RSA can say there weren't storm conditions at the time their property was damaged even though there was a named storm causing damage across the UK at the same time. I've looked at local news reports of the storm in Mr and Mrs B's area. I've also looked at the Met Office's website and its information for the 2020/21 storm season. This shows storm Alex hit the UK from 2 to 4 October 2020. But just because the weather was generally severe across the country at the time, it doesn't necessarily mean the wind speeds or rainfall in a particular area at a certain time were sufficiently severe to say there were storm conditions.

So, I've thought carefully about whether it was fair for RSA to say there weren't storm conditions in the area Mr and Mrs B live at the time of the damage to their home. The Met Office analysis says *"in general this storm was more notable across the UK for rain than wind"*. The Met Office data shows wind speeds were strongest in the south-west of the UK and wind speeds in the area Mr and Mrs B live were consistent with the weather data that both RSA and I reviewed. So, I think it was fair for RSA to say the wind speeds in Mr and Mrs B's area at the time of the damage didn't constitute storm conditions.

But what about the rainfall? Local news reports and the Met Office analysis indicate there was significant rainfall in the area Mr and Mrs B live on both 2 and 3 October 2020. That isn't consistent with the data RSA and I reviewed, which shows minimal rainfall in the area at the same time. That might be because much of the rainfall fell away from the weather station used by RSA, which was the one closest to Mr and Mrs B. I note that they live 12 miles from that weather station and weather conditions can often be very localised. So, on balance, I think it's more likely than not there was a significant amount of rainfall in Mr and Mrs B's area at the time the damage is said to have happened.

The Met Office analysis also notes that *"The rainfall was sustained in duration but relatively modest in intensity with rain-rates generally less than 8mm per hour and mostly less than 4mm per hour."* That is a generalisation of conditions across the UK at the time but it's also consistent with local news reports of conditions at the time.

RSA accepts that rainfall of a certain intensity can cause water to get inside properties, but it regards 16mm of rainfall per hour as being sufficiently intense to cause damage. RSA didn't think the rainfall in the area around Mr and Mrs B met that threshold. And, on balance, I think that's fair. I don't think the level of rainfall recorded – although sustained – should penetrate a well-maintained roof. Instead, it's more likely to reveal existing damage.

So in summary, and in light of the above, I think RSA acted reasonably in declining Mr and Mrs B's complaint on the basis there were no storm conditions on or around the date the damage is said to have happened. As I've answered 'no' to question 1, there's no need for me to go on to consider questions 2 and 3.

#### *Further issues*

Mr and Mrs B have also raised a number of other issues, which I've summarised above. I've read the roofing company's report and noted their belief that the damage was caused by a storm, specifically by the volume of rainfall. But as I've decided RSA acted fairly in saying there were no storm conditions at the time, I don't need to go on to consider whether the damage was consistent with damage a storm typically causes.

RSA acknowledged it didn't handle Mr and Mrs B's claim as well as it should. It apologised

for the first call handler saying the damage wouldn't be covered under their policy without opening a claim or giving it due consideration. And it acknowledged it had taken too long to consider the claim and hadn't called Mr and Mrs B back when it said it would.

Our investigator highlighted further poor service and thought RSA needed to do more to recognise the impact of that service, and I agree. As Mr and Mrs B said, the surveyor gave them a verbal assessment of the quality of their roof. They wanted that in writing but it never materialised. RSA said that was because there was no report to provide. It had declined the claim because it didn't think there were storm conditions at the time of the damage and so it didn't think it was necessary to go on to assess whether or not the damage was consistent with a storm. I think that's reasonable. As the claim was declined, it would be Mr and Mrs B's responsibility to investigate the damage and pay for any repairs to the roof of their property.

What RSA did wrong was to fail to keep Mr and Mrs B up to date with how it was handling their claim and what information they should expect to receive. They said they sent a number of emails to RSA to chase progress but they didn't receive a response and I can understand how frustrating and upsetting that must have been. I think Mr and Mrs B were always likely to suffer a degree of stress and inconvenience with a claim of this nature. But I think RSA added to that unnecessarily by failing to communicate with them clearly and consistently. And I think it needs to take responsibility for the impact of that poor service.

### **Putting things right**

RSA has already offered to pay Mr and Mrs B £100 for the poor service it's provided. But I think it needs to do more to reflect the impact of that poor service. And I think a total of £200 would be a fair and reasonable way of resolving this complaint.

### **My final decision**

My decision is that Royal & Sun Alliance Insurance Limited should pay Mr and Mrs B a total of £200 to settle this complaint. If it's already paid them £100, it should pay them a further £100.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to accept or reject my decision before 17 March 2022.

Richard Walker  
**Ombudsman**