

## The complaint

Mr J has complained about the way Royal & Sun Alliance Insurance Limited (RSA) has handled his claim for damage caused to his house, by a storm.

## What happened

In February 2022, Mr J made a claim for damage caused to his house by Storm Eunice. The claim was initially declined by RSA on the basis that the storm wasn't the sole cause of damage. Instead, RSA concluded that wear and tear and poor workmanship was the main cause of the damage.

Mr J complained to RSA about its decision and a final response letter was sent to him on 14 October 2022, partially upholding his complaint. RSA explained that it had appointed two different experts to inspect the damage. The first, who I'll refer to as E, thought that some of the damage was caused by the storm, but the second expert, who I'll refer to as B, reported that many of the issues claimed for, had been present before the storm. As the experts didn't agree, RSA appointed a third expert, who I'll refer to as C, to investigate the claim. C was ultimately more persuaded by B's report and concluded that the roof was already suffering from wear and tear and poor installation which was the main reason for any damage that was evident. However, RSA did agree that there had been some avoidable delays caused by RSA and its agents, and the complaint was upheld with regard to that element of Mr J's complaint. RSA agreed that Mr J had experienced a storm. However, RSA noted that B's report observed, among other things, the following:

- the ridge tiles had been broken and displaced prior to the storm;
- the lantern wouldn't have lifted in the way described by Mr J, if it had been properly fitted; and
- the Velux window shows signs of previous repair and internal ingress of water.

As B's report and C's investigation showed the storm wasn't the main cause of most of the damage, most of Mr J's claim was declined. However, RSA said that it was possible the glass in the lower Velux window may have been smashed by debris during the storm, as accepted by its expert, E. RSA therefore said that it would consider a quote from a local contractor to repair the glass in the Velux window. Also, £150 compensation was paid to Mr J for the way his claim was handled by RSA.

Unhappy with RSA's response on his complaint, Mr J brought his complaint to our service. He explained to our investigator that the glass in the lantern and the Velux window had been smashed by flying debris, and the frame of the lantern had been twisted by the high winds during the storm. With regard to the lower Velux window, Mr J said it wasn't possible to only replace the glass, and he'd had to have a new Velux window installed at a cost of £1,100. Mr J also said that the ceiling in his bedroom had sustained water damage because of the damaged lantern, and the water damage had extended to the laminate flooring underneath the lantern. Mr J also initially maintained that the winds blew the ridge tiles off the roof.

Our investigator looked into Mr J's complaint and, on 4 November 2022, issued her view partially upholding the complaint. In summary, she concluded that a storm had occurred and had been the main cause of damage to the glass in the lower Velux window, and to the three shattered panels on the lantern. Our investigator also thought that RSA ought to pay Mr J a further £100 compensation for the distress and inconvenience he'd suffered as a result of the way it had handled his claim and complaint.

RSA agreed with our investigator's conclusions and said that it awaited a copy of Mr J's invoices for the replacement glass in the Velux and evidence of his costs for the repair of the glazing in his roof lantern.

Mr J didn't accept all of our investigator's findings. He maintained that the laminate flooring needed to be replaced as the storm damaged windowpanes had let water in. He said that if RSA wasn't going to carry out the repairs to the lantern then its cash settlement needed to also include the cost of scaffolding. He accepted that his claim regarding the roof ridge tiles wouldn't be accepted. However, he said the entire Velux window needed to be replaced, as it wasn't possible to simply replace the glass.

Mr J requested an ombudsman's decision on his complaint.

### **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 conclusions as our investigator. I'll explain why.

Mr J is unhappy that RSA partially declined his claim and believes the extreme weather events were responsible for the damage caused to his property, not gradual wear and tear or faulty installation, as argued by RSA. So, I've considered the claims' decision reached by RSA to see whether it was made in accordance with the policy terms and conditions and was fair and reasonable in the circumstances.

When our service considers complaints about claims for storm damage, we ask ourselves three questions. Unless the answer to all three questions is yes, it's likely that the claim wouldn't succeed. The three questions we ask are:

- Were there storm conditions on or around the date of the reported damage?
- Is the damage reported consistent with damage typically caused by a storm?
- Were the storm conditions the main cause of the damage?

So, I've next gone on to consider each of these questions in turn.

#### *Were there storm conditions?*

It is accepted that there were storm conditions around the time Mr J reported the damage to his property.

#### *Is the damage consistent with storm damage?*

The damage in this case, of windows being shattered, and damage being caused to the exterior of a property is consistent with damage typically caused by storm force winds.

### *Was the storm the main cause of damage?*

I have considered each element of the damage Mr J has claimed for under the relevant heading, below.

#### Damage to the lantern frame

During a call Mr J had with C he explained that on the night of the storm, he'd seen the bottom right hand corner of the lantern lift approximately two inches from the frame, creating a space that he could see moonlight through. Then, during a call with our investigator on 3 November 2022, Mr J explained that while the three glass panels were most likely smashed by flying debris from the neighbouring allotment, the lantern frame had twisted when lifted by the wind during the storm.

RSA's surveyor, B, when asked to comment on this, said if the lantern had lifted that would be a significant event they'd have expected to be reported when the claim was first made. If the lantern had been installed correctly, B said it would not have lifted during storm conditions as it would have been anchored onto the joists below.

Where the evidence is inconsistent, incomplete or contradictory, as it is here, I make my decision based on what I think more likely than not, occurred.

I'm more persuaded by B's evidence, than Mr J's in relation to this item of damage. If the lantern had lifted, I would have expected an event of such significance to be reported at the outset of the claim, and if the lantern had been fixed in such a way as to enable it to be lifted during a storm, then I find B's suggestion that it hadn't been fitted correctly, to be persuasive. I'm therefore of the view that the storm was not the dominant cause of any twisting of the lantern's frame, or other damage to the lantern, other than the three smashed glass panels.

#### Water damage to room below lantern (including to the ceilings, walls and laminate flooring)

On 19 October 2022, Mr J emailed photos of the water damage that had affected the ceilings in his bedroom and his son's bedroom. Mr J explained that the ceiling in his room had been repaired, however, the twisted roof lantern continued to let water in and was no longer watertight.

Our investigator asked RSA for its comments regarding the water damage and it confirmed that the policy excluded cover for accidental damage caused by water entering the home. In addition, in any event, RSA's surveyor said any ingress of water likely occurred prior to the storm, given the discolouration of the flashband tape, the discolouration of the paint and general condition of the surrounding areas. He also observed that the Velux window on the rear pitch had been continually patched up with inadequate flashing which appears to have been leaking for a number of years, based on the water staining on the inside.

As I've concluded that the storm wasn't the dominant cause of any damage to the lantern's frame, it follows that any damage resulting from the frame being twisted, also wasn't caused by the storm. In addition, I think it more likely than not, based on the available evidence, that the water staining pre-dated the storm.

I've also considered the policy terms and conditions and note that at paragraph 17, cover is specifically excluded for any damage caused by water entering the home. I therefore do not require RSA to take any action in relation to the water-stained ceilings, walls or laminate flooring.

#### Damage to the three glass panels in the lantern

Our investigator recommended that RSA pay for the replacement of the three smashed panels of glass in the lantern, on the basis that it had accepted the glass panel in the lower Velux window was also likely caused by the storm. RSA agreed to that recommendation. Having considered everything afresh, I agree it is reasonable for RSA to meet those costs.

Mr J has said that RSA should cover the cost of scaffolding and installation of the glass panels, in addition to paying for the replacement panels. However, as there appear to be uninsured works that need to be carried out to the frame of the lantern, I think it reasonable for RSA to only make a fair contribution to any scaffolding related costs, as Mr J would need to carry out the repairs to the lantern frame, in any event, before the glass panels were replaced. So, on receipt of an appropriate invoice from Mr J, RSA should pay the reasonable costs of replacing the three glass panels in the lantern, (together with a contribution towards the cost of erecting the scaffolding, if applicable) together with 8% interest on that amount from the date Mr J paid the invoice to the date RSA reimburses him for that cost.

#### Damage to Velux window

RSA accepted Mr J's claim with regard to the smashed glass in the lower Velux window, because it was difficult to say for sure that it wasn't smashed at the time of the storm. However, Mr J said he had to replace the entire unit at a cost of £1,100 as it was impossible to only replace the panel of glass. Our investigator recommended that RSA pay for the replacement of the glass in the Velux window, on receipt of an invoice from Mr J, showing the cost he'd incurred for that. She added that if Mr J could provide an explanation from his contractor as to why it was impossible to only replace the glass panel, then he should provide that to RSA for its consideration.

Based on the available evidence, which doesn't suggest that the frame was damaged by the storm, in the absence of any persuasive explanation from Mr J's contractor about why it was impossible to only replace the glass panel, RSA only need to pay for the costs relating to the replacement of the glass panel. However, I would expect RSA to give due consideration to any comments provided by Mr J's contractor that indicate otherwise.

In summary, on receipt of an appropriate invoice from Mr J, RSA should pay the reasonable costs of replacing the glass panel in the Velux window, together with 8% interest on that amount from the date Mr J paid the invoice to the date RSA reimburses him for that cost.

#### Missing roof tiles

B concluded, on the basis of the available photographic evidence, that ridge tiles hadn't been in situ at the time of the storm. To support this conclusion, B highlighted that there was no evidence of mortar in that area, which would have had to be applied to hold the tiles in place. In addition, the building regulations in force, in June 2021, would have required the ridge tiles to be tied in place. No evidence of that was apparent either.

Having considered all of the available evidence regarding the missing roof tiles, including the photographic evidence, I've come to the same conclusion reached by our investigator, that the storm was not the main cause of the missing or damaged roof tiles. So, I won't be making any award in relation to this item of damage.

#### Compensation for distress and inconvenience

Mr J told us that RSA's handling of his claim has affected his mental and physical health, and has prevented his son from being able to stay at his house due to water directly dripping onto his bed. He also said his heating costs have skyrocketed because of heat escaping through the damaged items.

In the final response letter, RSA recognised that there were some difficulties in the period when the claim was reported initially, and it accepted the complaint hadn't been properly processed. To compensate Mr J for that, £150 was paid into his account. However, Mr J didn't believe that was sufficient to make up for the distress and inconvenience he'd suffered. Our investigator considered the impact on Mr J of RSA's handling of the claim and recommended that a further £100 compensation be paid to him. RSA agreed to our investigator's recommendation. Having considered everything afresh, I agree with our investigator that an additional payment of £100 compensation is fair in the circumstances.

### **Putting things right**

My final decision is that I uphold this complaint in part and require Royal & Sun Alliance Insurance Limited to:

- Pay Mr J's reasonable costs of replacing the glass in the lower Velux window, on receipt of an invoice for the same;
- Pay Mr J's reasonable costs of replacing the three glass panels in the lantern, on receipt of an invoice for the same;
- Pay 8% interest on the two awards detailed above, from the date Mr J paid the costs to his supplier, to the date these awards are paid to him. (Note: If Royal & Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr J how much it's taken off. It should also give Mr J a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate); and
- Pay Mr J £100 compensation for the distress and inconvenience he's been caused by the way it has handled his claim.

### **My final decision**

My final decision is that I uphold this complaint in part and require Royal & Sun Alliance Insurance Limited to pay the awards detailed above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 23 February 2023.

Carolyn Harwood  
**Ombudsman**