

## **The complaint**

Mr H complained that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined his storm claim under his home insurance policy.

## **What happened**

Mr H made a claim to RSA for the damage caused to his main property and calf shed by a storm. RSA instructed Mr H to find a roofer to determine the work that was required. RSA said Mr H should get the work carried out if it was to cost less than £1,500 and asked him to submit an invoice and details of the work. However, as the work was over this level, RSA decided to appoint a surveyor to review the damage.

RSA said the roof at the rear of the property was in poor condition. It said, *"I don't think we can accept the widespread damage to both roofs is consistent with a single one-off event of storm"*. It said a well-maintained roof would be capable of withstanding these conditions.

Mr H said he had always maintained his roof and provided some invoices related to some previous work. He said the roof served its purpose before the storm and was watertight. He said the damage he had claimed for had been caused by the storm.

Our investigator decided not to uphold the complaint. He thought RSA had provided evidence to support why it had declined the claim for wear and tear. As, wear and tear is excluded from the policy, he thought RSA had been reasonable to decline the claim. Mr H disagreed with our investigator, so the case has been referred to an ombudsman.

## **My provisional decision**

I issued a provisional decision on this on 8 December 2022. I said:

*"I have started by considering whether I think RSA were reasonable in declining the claim. When our service looks at a storm claim, there are three questions to consider:*

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

*I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.*

*Do I agree that storm conditions occurred?*

*RSA has acknowledged that the weather at the time met its definition of a storm, so I don't need to consider this point any further. I'll consider the next question.*

*Was the damage claimed for consistent with damage a storm typically causes?*

*Significant winds could result in tiles or other items been blown from a roof or causing them to become dislodged. Therefore, as the damage observed was like this, I do think the damage claimed for is consistent with damage a storm typically causes. Therefore, I will consider the next question.*

*Were the storm conditions the main cause of the damage?*

*I have considered what RSA said when it declined the claim. It said the wind had highlighted a pre-existing issue on the two roofs. I have checked the terms and conditions of the policy and it shows that the policy doesn't cover "damage caused by anything which happens gradually" or damage caused by "wear and tear". I appreciate Mr H says the policy indicates any settlement will be reduced for wear and tear, but the policy says this only applies where the damage is covered by the policy. As RSA said the claim wasn't covered, the reduced settlement doesn't apply here.*

*I have also noted a general condition in the policy which falls under "taking care", which the policy defines as "your family must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. Your family must keep all the property in good condition and in good repair".*

*Therefore, I think if RSA has shown there was pre-existing damage to the roofs then I'm not likely to uphold this complaint. I will also consider if there's evidence of reasonable maintenance to keep the property in good repair.*

*It's RSA's obligation to prove the exclusion clause applied specifically in this case and I can see it has used the surveyor's report along with a review of photographs to come to its conclusion. I think this is a reasonable approach.*

*In respect of the rear part of the main roof, RSA said "the widespread damage of slipped, cracked or missing slates indicates an ongoing issue of maintenance and I struggle to believe all these areas only became apparent after the storm. If you compare the first picture on page 11 of the report, which shows the main roof at the rear versus the extension and look at the difference in quality and appearance. This helps prove our decision that a well-maintained roof would be capable of withstanding these conditions".*

*I can only make decisions based upon the evidence that is provided to me. RSA have had a report produced by an expert which has led to them declining the claim. I think the conclusions it has made seem fair. The photographs provided don't appear to contradict what RSA has said, so I think it has taken a reasonable approach.*

*I appreciate Mr H has shown some evidence of maintenance of his property, but this evidence is limited and doesn't provide me with assurance that the roof has been properly maintained. I think RSA has shown through its comparison with an adjacent roof, that the roof that was looking in better condition showed no signs of damage. Therefore, I think on the balance of probabilities, the storm wasn't the main cause of damage to the rear part of the main roof, I think it merely highlighted a pre-existing condition. I think if it had been better maintained it also would've withstood the storm. Therefore, I don't intend to uphold this aspect of the complaint*

*In respect to the calf shed, RSA said "the roof looks in better condition than the rear of the main roof, Mr H's comments indicate the roof has been in place since 1960 and I think it's reasonable to expect that general wear and tear will have occurred during this period. The wind dislodged the metal ridge, but considering the ridge remained in place on the main roof, there is likely to be underlying issues present".*

*The surveyor said, “the slates are dislodged on most of the roof”. I don’t find RSA’s conclusions persuasive here. Mr H said he had to point out to the surveyor the metal ridge on the top of the shed had blown some distance away from the structure. Having reviewed the photographs, I don’t think there is widespread damage – the slates still appear to be in a uniform position. RSA said itself the roof was in better condition than the main roof. I don’t think it’s reasonable to say wear and tear is the cause simply because of the age of the building or that implying there maybe underlying issues. I think RSA needs to prove this and show evidence. I don’t think it has on the calf shed, therefore, I intend to uphold this aspect of the claim. The damage to the slates isn’t widespread like on the claim for the main roof, so I think it’s more likely the storm caused this damage.*

*Therefore, I intend to require RSA to settle the claim for the calf shed in line with the remaining terms and conditions of the policy. I’m not anticipating the whole roof will need replacing, but I would expect the dislodged slates to be replaced and the metal ridge, so the shed is returned to its pre-loss condition”.*

### **Responses to my provisional decision**

RSA accepted my provisional decision and didn’t have anything more to add.

Mr H said, *“I am pleased to note that in respect of the calf shed [the ombudsman] considers that payment should be made in full with the issue of the rear of the main house outstanding”.*

Mr H has provided a detailed and thoughtful response in relation to the issue of the main house roof. Mr H has explained how the appearance of slate tiles can differ depend on where they are sourced from. He stated that damage was caused by the storm – he said the slates weren’t damaged prior to the storm. He has provided information in relation to the construction of his home and his efforts over the years to maintain his home himself as well as more recently with external contractors. Mr H explained how he witnessed himself how the “sarking was detached from the corner rafter and was hanging loose on both sides”.

### **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.

I should clarify that I didn’t say the payment should be made in full for the calf shed – I set out that part of the claim should be settled in line with the remaining terms and conditions of the policy. I don’t see any reason to change my approach on this point. The terms and conditions reasonably set out how a claim should be settled.

Our service is one where we base our decisions on the evidence that is presented by both parties. I have considered the response provided by Mr H in relation to the main roof. It wouldn’t be fair to alter my decision based solely on Mr H’s additional testimony, I would need to see supporting evidence as well.

Unfortunately, no new evidence has been put forward that has persuaded me to alter my decision. I know this may disappoint Mr H, but I think I’ve made a fair decision on the reports and photographs that have been provided to me. I haven’t seen anything that leads me to want to change my decision and the justification I laid out in my earlier provisional decision. Therefore, my decision remains unchanged.

**My final decision**

My final decision is I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to:

- Settle the claim for the calf shed in line with the remaining terms and conditions of the policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 2 February 2023.

Pete Averill  
**Ombudsman**