

The complaint

Mr and Mrs K complain that Royal & Sun Alliance Insurance Limited ('RSA')'s settlement offer for a claim under their home insurance was unfair.

Both Mr and Mrs K are named policyholders on their RSA policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mrs K, I'll refer mainly to Mrs K from here onward.

Mrs K bought her policy through an insurance intermediary and most of her correspondence has been with this intermediary rather than directly with RSA. For the avoidance of doubt, any reference to RSA includes its agents, including the intermediary.

What happened

Mrs K had an RSA home insurance policy. In November 2021, she discovered damage to her property following a storm: broken slates on the kitchen roof, damage to barn doors, the loss of several trees, and damage to a dry stone wall. She was unable to contact RSA immediately and didn't report the claim until early January 2022. In the meantime, she arranged for emergency repairs to the kitchen roof and got quotes for repairs for the rest of the damage.

RSA appointed a surveyor to inspect the damage in January 2022. He concluded, in summary:

- The barn doors were damaged but repairable. A section of timber needed to be replaced and the doors repainted.
- The only obvious damage to the outbuilding roof was where a broken branch had dislodged two tiles.
- Pointing on the roof was unaffected by the storm and the iron guttering looked like it had been missing for a while.
- Some stones in the dry stone wall needed to be repaired.
- Fallen trees weren't covered by Mrs K's insurance.

Based on the surveyor's report, RSA offered Mrs K £542.60, less the £100 policy excess, to settle the claim. Mrs K didn't think this offer was fair and brought her complaint to this service. She thinks RSA should increase its offer to cover the full cost of repairs.

Our investigator recommended that Mrs K's complaint should be upheld in part. He agreed that RSA should cover the emergency repairs to the roof, as well as other repairs to the main roof and dry stone wall. However, he didn't think Mrs K had shown that the storm was responsible for damage to the barn doors. He felt that RSA's decision to decline this part of the claim was fair. He recommended that RSA increase its settlement offer to £838.32, less the policy excess.

Mrs K disagreed with our investigator, so the case was 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.

Like most policies, Mrs K's cover only makes RSA liable for damage caused by certain insured events. Section 3 of Mrs K's policy booklet shows she's covered for loss or damage caused by a storm.

When we look at complaints about storm damage, there are three questions we ask:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim won’t succeed.

So the first thing I’ve got to consider is: were there storm conditions on or around the date of the claim?

The policy booklet doesn’t define storm, however Met Office information for the 2021/22 storm season shows that storm Arwen hit the UK on 26/27 November 2021, bringing severe winds across the UK. Data from the weather station closest to Mrs K’s home shows high winds on 26 and 27 November, with gusts up to 53mph on 26 November. So I’m satisfied that there were storm conditions the night Mrs K says her property was damaged. RSA hasn’t disputed this point.

Second, I think it’s reasonable to think a storm might cause the sort of damage described by Mrs K and seen by RSA’s surveyor. I think RSA would accept this general point.

So the last question is key: were the storm conditions the main cause of the damage? RSA says damage to the barn doors wasn’t due the storm. So I’ve reviewed the surveyor’s report and his photos, as well as the invoices/quotes and other evidence provided by Mrs K. Having done so, I agree with our investigator’s conclusions and recommendations.

Barn doors

This is the largest part of Mrs K’s claim. Mrs K said the storm pushed in the doors, cracking the frame. Her joiner said it would take longer to repair the doors than replace them and quoted £1,692 (plus VAT) for the new doors.

RSA’s surveyor didn’t agree. He said the only storm-related damage to the door was a broken board and he thought this could be replaced. He concluded: *“a lot of the damage pointed out is pre-existing damage due to the age and condition of the door. There is evidence of previous repairs and rot to the timbers which the joiner is pointing out, but these haven’t been damaged by the [storm].”*

As I’ve said above, the key question is whether the storm was the main cause of damage and there’s a clear dispute between the two experts. On balance, I think RSA’s surveyor has offered a more comprehensive assessment of the damage and this appears to be supported by the photos I’ve reviewed. So I don’t think Mrs K has shown that the damage was primarily due to the storm, and I don’t think it was unreasonable for RSA to decline this part of her claim.

Emergency repairs to kitchen roof

Mrs K sent us evidence of the emergency repairs to the kitchen roof that were done before RSA’s survey. The repairer’s invoice states: *“Slate repairs following storm Arwen to roof above kitchen”*. This cost £156 +VAT (£187.20). I’m satisfied that these repairs are covered by Mrs K’s policy and RSA should refund this.

Main roof

Mrs K’s estimate for repairs to her roof was £650 +VAT (£780). Her builder said there was damage to *“approximately 20 slates”*. However, RSA’s surveyor found that a fallen branch had damaged just two. He didn’t think there was storm damage to anywhere else on the roof.

I’m also conscious that Mrs K’s estimate included *“reinstating verge pointing to one area where it was pulled away with the dislodged slates and refitting back in place one section of*

case iron guttering". On the other hand, RSA's surveyor said: "no pointing has come out recently and the guttering looks like it has been missing for a while as there is damage to the ground where water has been pouring off the roof."

I've no doubt that both the pointing and guttering were damaged and needed to be repaired, and I think it was natural for Mrs K's builder to include this in his quote. However, I think RSA's surveyor's evidence is, once again, more persuasive. I think it's more likely the damage to pointing and guttering pre-existed the storm, so I don't think it was unreasonable for RSA to decline this part of the claim. I think RSA's estimate for repairs to the roof look reasonable.

Dry stone wall

RSA agreed to cover the cost of repairs to the wall. This was included in its settlement offer.

Fallen trees

Page 10 of Mrs K's policy booklet explains that her trees are covered for damage caused by "*fire, theft, riot and vandalism*". It doesn't mention damage to trees in a storm. In other words, she's only covered for the damage **caused by** the fallen trees and not the loss of the trees themselves. So I'm satisfied that RSA's decision to decline this part of Mrs K's claim was fair.

For the reasons above, I think RSA should increase its settlement offer to cover the emergency repairs to Mrs K's kitchen roof. Otherwise, I think its offer was fair. This means I think it should increase its offer to £838.32. For the avoidance of doubt, RSA can deduct the £100 policy excess from this.

My final decision

My final decision is that I uphold the complaint in part and order Royal & Sun Alliance Insurance Limited to increase its settlement offer to £738.32.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 18 July 2023.

Simon Begley
Ombudsman