

The complaint

Mr and Mrs W think their claim for storm damage under their home insurance policy with Royal & Sun Alliance Insurance Limited (“RSA”) was unfairly declined. They were also unhappy with the general level of customer service provided.

What happened

Mr and Mrs W made a claim under their policy when the gable wall of their property came crashing down during strong winds.

RSA appointed a surveyor to review and validate the claim. Based on the report and photographs provided by the surveyor RSA decided to decline the claim. It didn’t think the storm was the main cause of the gable wall collapsing. Additionally, it commented that it was likely there was gradual deterioration of the wall, and it needed maintenance.

Mr and Mrs W were extremely disappointed. The poor condition of the wall was a safety hazard, so they felt RSA should’ve acted quicker and should’ve accepted the claim. They didn’t want to take any risks with the wall, so commissioned their own builder to repair the damage. Mr and Mrs W want their claim settled and compensation for their distress and inconvenience.

Our investigator decided to uphold the complaint. He didn’t think it was fair that RSA applied their exclusion for gradual deterioration. He said RSA should re-consider the claim in line with the remaining terms and conditions of the policy. He also increased the compensation by £150 (to £300) for the anxiety RSA’s communications and decision caused. RSA disagreed, so the case has been referred to an ombudsman.

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’ve reviewed why RSA declined the claim. Its final response letter to Mr and Mrs W confirms that RSA didn’t believe the storm was the main cause of the wall collapsing. So, I’ve considered whether I think it has been reasonable in reaching this conclusion.

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?

I've reviewed weather reports from the time of the reported incident and peak gusts of 61 mph were recorded. I've reviewed the terms and conditions to understand how it defines a storm. The policy states *"a storm will involve very strong winds powerful enough to cause structural damage to homes within its path. It's usually accompanied by torrential rainfall, hail or heavy snow. Damage caused by normal weather conditions commonly experienced in the UK is often the result of wear and tear or lack of maintenance and isn't covered"*.

I think that the wind speed gusts that were reported are consistent with a storm, so I will move on to the next question.

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

RSA said the damage witnessed wasn't consistent with damage a storm typically causes.

Gusts of 61 mph suggest the storm was powerful. It's unusual to see winds this strong inland. I think winds of this force could potentially uproot trees or cause considerable structural damage. Therefore, I think as the winds were so strong, I do think it's possible the damage could've been caused by the storm. So, I have considered the next question.

Were the storm conditions the main cause of the damage?

I think Mr and Mrs W were right in making a claim following the storm. It was the trigger for the damage that they claimed for. The evidence suggests this was the first time they noticed any damage to the gable wall.

I've looked at the process RSA has taken in reviewing the claim.

RSA sent a surveyor initially to report on the damage. I've reviewed the report and it appears thorough. It's supported by several clear photographs and verbally recorded observations of the engineer. I've listened to the surveyor's observations. He said *"[the damage] isn't consistent with [what a] storm [would cause]. [There are] no wall ties – [it's just] a freestanding wall"*. He further explains there is significant evidence of corroded wall ties and gradual movement to the wall as it's bowed in the centre.

Mr and Mrs W explained how they'd had wall ties replaced around 1992. RSA explained these are unlikely to have a life expectancy beyond 30 years. Having reviewed the photographs, the wall ties that are visible are evidently corroded. There is no reason for me to think the surveyor hasn't done a thorough and professional job. I appreciate Mr and Mrs W's builder said there were many wall ties in the rubble, however, I think the report, supporting photos and explanation of the surveyor is more persuasive.

When Mr and Mrs W complained about the decision, RSA had its internal technical team review the claim to provide a second opinion. I think this was a reasonable course of action. I've looked to see if there is anything contradictory in this review. But the second opinion is consistent. She says *"a gap is now visible between the ridge tiles and coping stones well before the high winds in January 2023. This clearly identifies movement occurring on the gable end in 2022, which has then slowly progressed"*. She continues *"the movement is a key part of the cause of damage along with the lack of/ deteriorated wall ties are the dominant cause of the gable end collapse. The winds around the time have simply highlighted an ongoing issue which the member wouldn't have been aware of"*.

I think RSA has reasonably proven the gable wall was significantly weakened before the storm and the storm merely highlighted this pre-existing weakness. However, the claim was

made for the storm and in declining the claim, RSA has said ongoing movement and deteriorated wall ties were the cause of the weakening. I've said I think the damage caused is consistent with what a storm may cause, therefore, whilst RSA hasn't specifically said it used an exclusion in the policy to decline the claim. I think in effect it has relied on the exclusion as the points it refers to relate to gradual causes and deterioration / wear and tear.

Our service won't automatically say that the insurer treats the customer fairly by relying on the exclusion to decline the claim – we take a second step. I've considered whether I think Mr and Mrs W shouldn't (or shouldn't reasonably) have been aware of the damage happening gradually – and that they made the claim or took reasonable action as soon as they became aware.

I don't think the movement in the wall was visible to Mr and Mrs W from ground level. They wouldn't have seen the gap at the top of the wall that RSA has highlighted. RSA hasn't showed any evidence the wall was bowing before the storm. Mr and Mrs W wouldn't have seen the condition of the wall ties. So, I don't think Mr and Mrs W would've been aware of any pre-existing damage – and I don't think they reasonably could've been. This is supported by RSA's own technical team who said the "member" wouldn't have been aware of the ongoing issue.

So, as Mr and Mrs W were unaware of any need to take action to remedy any issues on their home – I think a fair and reasonable outcome is to say RSA can't rely on the exclusion. The storm was the trigger for the claim and I don't think it's fair to apply the exclusion in these circumstances. So, I uphold this complaint. I think RSA should re-consider the claim in line with the remaining terms and conditions of the policy.

Mr and Mrs W were unhappy with the delays in the claim. I think there is evidence that the surveyor who attended the property informed Mr and Mrs W that the claim would be declined. RSA has shown work was going on in the background to validate the claim. However, as I think this RSA reached the wrong outcome, it should've acted sooner given the safety concerns at the property at the time. Therefore, I'm increasing the compensation by £150 (to £300 in total) for the distress and inconvenience this would've caused.

My final decision

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

- Re-consider the claim in line with the remaining terms and conditions of the policy
- Pay £150 compensation – for distress and inconvenience (RSA should also pay the £150 already offered if it hasn't already).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 29 September 2023.

Pete Averill
Ombudsman