

The complaint

Mr and Mrs P complain that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined part of a claim they made under their home insurance policy.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

In November 2022, Mr and Mrs P made a claim under their home insurance policy with RSA after discovering an ingress of water into their kitchen, following heavy rain. Mr and Mrs P say the emergency roofer that attended didn't physically inspect the roof and advised it might be something to do with the velux window.

RSA arranged for a surveyor to inspect the damage and validate the claim. The surveyor concluded that external damage to Mr and Mrs P's roof wasn't covered by the policy, but internal damage to the wall and ceiling was. Mr and Mrs P were offered £189 to settle the claim after the deduction of the £200 policy excess.

Mr and Mrs P arranged for a local builder to investigate the problem and carry out some repairs to the roof. However, the leak reoccurred after some further heavy rain.

In August 2023, Mr and Mrs P contacted RSA to discuss the claim. They said their own roofer had recommended that the whole roof needed to be replaced at a cost of around £3,000. RSA told them this wasn't covered by the policy, so they raised a complaint.

RSA said it had investigated Mr and Mrs P's claim for damage caused by a storm. It noted wind speeds of 59mph were recorded in their area on the date they made their claim in November 2022. It agreed storm conditions had been met, but it said the surveyor had confirmed that no damage to the roof could be attributed to storm winds and it was due to general wear and tear.

RSA said it had noted Mr and Mrs P had sought a second opinion from their own appointed contractor and it would be happy to review their findings if they could provide it with their detailed report.

Mr and Mrs P remained unhappy and asked our service to consider the matter.

Our investigator didn't think Mr and Mrs P's complaint should be upheld. She thought RSA had declined their claim fairly, in line with the policy's terms and conditions.

Mrs P disagreed with our investigator's outcome. She said the roof hadn't been physically inspected by the emergency roofer or the surveyor. She said the surveyor included the cost of taking down the ceiling and fitting boards and a skim coat, which was advised to locate the leak. This part of the quote was refused by Mr and Mrs P as it would have meant pulling

down most of the ceiling to locate the leak but would not have necessarily located it as water travels. RSA's settlement was refused on this basis.

Mrs P said Mr P had submitted photos of lifted and broken tiles from his roof inspection which RSA had not responded to. She refuted what RSA had said about the likely cause of the water ingress in its final response to their complaint.

Mrs P questioned how RSA could rely on weather data in the area accurately when the issue only came to light when they had torrential rain. She said the leak could have been going on for a while, without their knowledge but the heavy rain may have exacerbated the problem leak and no assumptions should be made on this basis.

Mrs P said she'd provided all evidence requested including pictures to substantiate her claim, which was not due to wear and tear as she maintained her property throughout. She said the policy booklet states that cover is provided for roof damage under emergency cover. She was requesting reimbursement of £2,250 less the policy excess and not the full cost of the roof replacement as she firmly believed her roofer provided all the necessary pictures and statements to substantiate the claim.

As Mr and Mrs P disagree with our investigator's outcome, the complaint has been passed to me to decide.

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 decided not to uphold Mr and Mrs P's complaint. I'll explain why.

I've considered everything Mr and Mrs P have told our service, but I'll be keeping my findings to what I believe to be the crux of their complaint. I wish to reassure Mr and Mrs P I've read and considered everything they've sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the loss or damage. Mr and Mrs P's policy provides cover for loss or damage caused by an event listed in it. For Mr and Mrs P's loss to be covered, it would need to fall under one of those events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Mr and Mrs P have shown that an event listed in the policy caused the damage.

Mr and Mrs P say damage to their roof was caused by a storm, which is one of the insured events listed in the buildings section of the policy's terms and conditions. So, I've considered if the damage was likely to have been caused by this peril.

When our service looks at storm damage claims, we ask three questions. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes?

- Were storm conditions the main or dominant cause of the damage?

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

The policy's terms and conditions say:

"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."

RSA has accepted that there were storm conditions in Mr and Mrs P's area around the time of their claim. The weather reports show the windspeed reached 59mph on the day they made their claim. So, I've gone on to consider whether the damage claimed for is consistent with the damage that a storm typically causes.

The surveyor who visited Mr and Mrs P's property a few days after they made their claim has noted *"no insured cause"* under external damage on the inspection report. For the internal damage section, he's noted damage to the wall and ceiling as being covered by the policy.

Next to insured repairs he's noted:

"Remove damaged ceiling board & repair incl. skim, hack off damaged plaster & replaster and redecorate walls and ceiling."

He's noted building repair costs of £389.18, a policy excess of £200 and a settlement offered of £189.18. There is a "Y" next to *"Customer to send building repair estimate"*.

RSA has also provided several voice notes from the surveyor's visit. In these, he's referred to their being no visible damage and the roofer that had been out seemed to think the skylight and drainage was causing the water ingress. In one of the voice notes he says the cause of the ingress *"is not known at this stage, therefore no cover at this stage."*

In another voice note the surveyor says he'd fully explained his findings and the insured would like to keep the claim left in consideration and get a quotation to submit. At the end of the recording, the surveyor asks for confirmation that his comments were correct and someone (presumably Mrs P) confirms they are.

It seems from the above, that it hadn't been established precisely what was causing the ingress of water, but RSA was willing to cover the costs of repairing the damage to the ceiling and walls. It looks like Mrs P decided not to accept a cash settlement for the internal damage and took the option of providing a quotation for the repairs for RSA's consideration.

From what I can see, Mr and Mrs P didn't contact RSA about their claim until around nine months later. According to RSA's notes, Mrs P said her local roofer wanted to take the roof off and the cost would come in at about £3,000. RSA has noted that the external damage was turned down as there was no storm damage and no insured peril. The quote it had provided (of £389) was for the internal damage, not for external damage.

RSA confirmed its position in its response to Mr and Mrs P's complaint. It said there was no damage to the roof that could be attributed to a storm. It said the rainwater ingress was to the kitchen ceiling where the two walls meet. It suggested that the water ingress had

occurred because the down pipe outside of the wall didn't lead to any guttering and any water would run onto the tiled roof and down the wall. Over time the brick wall would become porous and allow rainwater to enter Mr and Mrs P's home.

I appreciate Mrs P disputes that the water was entering for the reason RSA suggested. However, in its complaint response letter RSA said it would be happy to review the findings of Mr and Mrs P's own appointed contractor if they provided a detailed report. And RSA says it didn't receive this.

Mr and Mrs P have sent us a brief report from their builder which says:

"I investigated the roof originally and found various broken tiles that I replaced thinking that this was the problem. After a period of time this proved not to be the case so I undertook a more extensive investigation. I stripped the tiles back around the two velux windows and found rotten battens and other signs of water ingress. I also noticed that the gutter had sagged in places and was not working as it should."

This report doesn't support the damage being caused by a one-off storm event. It refers to rotten battens and a sagging gutter which suggests the damage was more gradual. And the policy's terms and conditions exclude *"anything that happens gradually over a period of time."*

Having considered the information available to me, I'm not persuaded that Mr and Mrs P have shown that the damage to their roof was caused by a sudden, one-off storm event or any other event covered by the policy. So, I don't think it was unfair for RSA to decline their claim for external damage.

Mrs P has referred to wording in the policy booklet which says roof damage is covered. However, this is in the home emergency section of the policy which covers *"temporary repairs to resolve emergency situations."* Permanent repairs to the roof would only be covered if it can be shown that the cause of damage was one of the perils listed in the buildings section of the policy.

I know my answer will be disappointing for Mr and Mrs P. But I think RSA has acted fairly and reasonably, in line with the policy's terms and conditions.

My final decision

For the reasons I've explained, I don't uphold Mr and Mrs P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 12 April 2024.

Anne Muscroft
Ombudsman