

## **The complaint**

Mr T complains about Royal and Sun Alliance Insurance Limited (RSA), who declined his claim under his home insurance policy.

Any reference to RSA includes its agents.

## **What happened**

Mr T contacted RSA following a storm. Mr T described that water was coming into his home and had caused damage to several rooms. RSA instructed a surveyor to assess the damage and validate the claim.

The surveyor wrote a report in which he concluded that he was unable to find any evidence of damage caused by a storm. And the damage caused internally wasn't due to a one-off event but had occurred over time. So, RSA declined his claim.

Mr T complained to RSA and obtained a report from an independent contractor, who reported some damage to the roof. He also complained about the surveyor who he said didn't explain the decision to decline the claim to him.

In its final response, RSA maintained that Mr T's claim had been correctly declined as there was no damage caused by a storm. It said that as Mr T had accidental damage cover on his policy, the term didn't provide cover for damage that wasn't caused because of a storm or flood. Mr T was given his referral rights and referred a complaint to our service.

The investigator considered the complaint and didn't think it should be upheld. He said the damage claimed for wasn't consistent with damage a storm typically causes, nor was the storm the main cause of the damage. So, he felt RSA was fair to decline the claim. He also said the surveyor explained his decision to Mr T's partner, who was home at the time the surveyor attended, which he said was reasonable.

RSA accepted the view, Mr T did not. He said that he had provided evidence to show the damage caused to his property was consistent with storm damage. As the matter couldn't be resolved, it has been passed to me for a 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.

Having done so, I won't uphold this complaint. I realise this will be a disappointment to Mr T, but I hope my findings go some way in explaining why I've reached this decision.

In assessing the evidence, I must establish whether there were prevailing storm conditions at the time of the claim. If I am not satisfied there were, I must decide if RSA ought to have considered the claim under any other section of the policy.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no, then an insurer can reasonably decline a claim.

Both parties agree there were storm conditions around the time the damage occurred. So, in response to the first question, the answer is yes. So, I won't comment further on this part.

The next question I've considered is the damage claimed for consistent with damage a storm typically causes? RSA relied upon the report from the surveyor who attended to assess the damage. Having read the report and listened to the voice recordings he made, he said there was some pointing and one slate missing from the main roof. But this wouldn't have caused the damage Mr T was claiming for. The lower tiled roof was in reasonable condition. And overall, the roof was in a reasonable state of repair. The surveyor also said there appeared to be a previous repair of some flashing and this wasn't flush to the render, so water could enter through this.

Mr T obtained reports from an independent contractor, which was submitted to RSA. I've considered this report and compared it with the report from RSA. What is of note from the independent contractor's report, is that there are no photos contained within the report, nor the date when the inspection was carried out. Further, the report is dated several months after the event and several months after RSA's surveyor's report. Moreover, it doesn't conclude that the cause of the damage was due to the storm.

Mr T also provided a video of some water ingress into his property. Whilst I don't dispute there was water that had come into his property, the issue here is whether the main cause of the water ingress were the storm conditions.

RSA's report had several photos of the roof and the internal rooms that had been affected. It also provided moisture readings. It concluded that the external damage (the pointing and missing tile) wasn't due to a storm. Having reviewed the photos of the roof, I'm persuaded there was no obvious damage to the roof. I say this, as the photos show a roof that was in a reasonable condition and not of a roof with dislodged tiles or other damage, as we would generally expect to see had there been storm damage.

The report from RSA also states that the water ingress was due to a fault with the roof. In the absence of sufficient information from Mr T to the contrary, I'm persuaded it's more likely than not that the water ingress was because of a fault with the roof.

Mr T said the roof had been replaced around 26 years ago and this meant the damage wouldn't have occurred had it not been due to the storm. RSA said the images in the surveyor's report showed Mr T's roof to be in a fair condition. There was a ridge tile missing and some issues with the flashing. But there was no evidence of any storm related damage. I'm persuaded by its submissions on this point.

Moving on to the third question of were the storm conditions the main cause of the damage. RSA said the internal damage wasn't caused by a one-off incident, as there were signs of cracking, mould, peeling wallpaper and damaged ceiling materials. These types of damages would have happened overtime and were signs of long-term water ingress.

I note Mr T reported the damage to RSA on 16 November 2022. RSA instructed the surveyor who attended to assess the damage on 18 November 2022. Having reviewed the report and considered the surveyor's findings, I'm persuaded the damage wasn't caused because of a one-off event and was more likely caused, due to long-term water ingress. Consequently, the answers to questions two and three are no. And I think RSA was fair to decline the claim, in the circumstances.

I've looked at whether there were any other terms under the policy that RSA could consider the claim, for instance accidental damage. Mr T did have accidental damage cover, but there was an exclusion attached to it, in that, any damage caused by an escape of water (other than by a storm or flood) wasn't covered.

Overall, I think RSA dealt with Mr T's claim fairly. I 'm not satisfied the damage caused was consistent with a storm nor that the storm conditions were the main cause of the damage. I understand that this won't be the outcome that Mr T would've liked but, in the circumstances, I can't reasonably ask RSA to do anything further to resolve this complaint.

### **My final decision**

For the reasons as outlined above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 30 April 2024.

Ayisha Savage  
**Ombudsman**