

## **The complaint**

Mr F and Mrs F have complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under their home insurance policy.

## **What happened**

Mr F and Mrs F contacted RSA to make a claim for storm damage. RSA sent a surveyor to inspect the damage. It then declined the claim because it said the damage wasn't the result of a storm.

Mr F and Mrs F complained to RSA, including because they said the survey hadn't been properly carried out and there wasn't evidence to support the surveyor's findings. When RSA replied, it said there weren't storm conditions around the time the damage was found. The surveyor had also identified that the damage was the result of a natural breakdown of materials, which it considered to be a gradually operating cause. So, it had declined the claim. It said the bad weather had merely heightened an ongoing issue. However, it accepted that its surveyor had failed to inspect the damage to the conservatory roof, which had been reported at the same time as the rest of the claim. It offered £50 compensation and said it would arrange for the conservatory roof to be inspected.

When Mr F and Mrs F complained to this Service, our Investigator upheld the complaint. He said there was a storm in the period before the damage was found and the damage was also consistent with a storm. He also said RSA's survey found a potential crack on the roof but didn't explain where the area of water ingress was or assess the conservatory. Mr F and Mrs F's report said the cracks were only on the surface and that water entered the property when the top layer of OSB lifted. This lifted at the drip edge due to high winds. Our Investigator said RSA should settle the claim for the roof damage based on Mr F and Mrs F's invoice and pay interest on that amount. It should also pay the cost of the internal damage caused by the storm, subject to Mr F and Mrs F providing an invoice for the work carried out. He said RSA should also review the claim for the conservatory.

RSA didn't agree. It said the storm was nine days before Mr F and Mrs F discovered the damage. It accepted that water might have entered the property on that occasion. It questioned why, if the drip edge had lifted, yet a later inspection showed no visible damage and wasn't letting water in, it took nine days for a basic stain to appear. RSA was of the view that the dates didn't correlate, but said it wasn't minded to add more to challenge whether there was a storm.

RSA said the onus was on the insured person to prove they have suffered damage and that it was the result of an insured peril. Mr F and Mrs F's roofer had described the damage, but RSA questioned where the evidence was to show this. It wasn't apparent by looking at the roof and no photo had been taken showing the damage. RSA's surveyor had used a reasonable method, a pole cam, to inspect the roof. They were not there to prove the claim, but to assess what had been presented and would be relied on to prove any exclusions. RSA hadn't relied on an exclusion to repudiate the claim. Mr F and Mrs F hadn't proven damage caused by a storm. There was no proven insured cause.

So, as RSA didn't agree, the complaint was referred to me.

### **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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, I've looked at weather conditions around the time the damage was found. I'm aware that Mr F and Mrs F have said that when they reported the claim to RSA they couldn't remember the date on which they had found the damage. So, RSA suggested the date that was then logged as the date of the claim. I've looked at the weather in the days leading up to that date and this showed there were wind speeds of up to 54mph about nine days earlier. The policy didn't provide a definition for what it regarded as a storm and, in the absence of that, this level of wind speed would normally be regarded as a storm. So, I think there were storm conditions around the time the damage was found, which means the answer to the first question is yes. I also think a storm could cause damage to a roof. So, I think the answer to the second question is also yes.

So, I've thought about the third question, on the main cause of the damage. RSA sent a surveyor to inspect the damage. I'm aware the surveyor didn't go on the roof. However, I wouldn't normally expect a surveyor to do this. It's common that they will inspect damage from ground level using equipment such as a pole camera, which was what happened here. The surveyor's report said:

*"On inspection of the flat roof, there has been water ingress through the felt. There is no physical storm event and there are signs of deterioration to the mineral felt. There is fatigue crack to the mineral felt due to age. There will not be an insurable peril and the damage is due to natural breakdown of materials"*

As I've already said I think there was a storm, I think the report was incorrect to say there wasn't a physical storm event. It also commented on deterioration and a fatigue crack to the mineral felt, but didn't say whether this was how it assessed the water had entered the property. The report also included photos, although it wasn't always clear which parts of the roofs at the property these were of or what they were showing evidence of. So, I don't think the report is particularly persuasive.

I've also looked at Mr F and Mrs F's roofer report. This included a more detailed explanation of what was assessed to be the cause of damage. It said:

*"Upon completion of the roof inspection I can conclude that the ingress of water was in fact at the drip edge caused by the gale force winds and heavy rain during that time. These have lifted the drip edge and top layer of osb boarding completely disconnecting to allow ingress. As per photograph and sketch below showing the entry point for the ingress at point C of the sketch."*

*The roof was showing signs of aging and there were cracks visible in the top layer of felt at point B on the sketch where Mr [F] advised that the surveyor thought he had seen a crack. On closer inspection these were surface cracks which had not penetrated the system fully.*

*On starting to remove the felt I discovered that the roof was double boarded with 18mm osb board which was dry on the surface , To avoid adding extra height to the roof I decided to remove the top layer of osb board and found a large damp stain between the osb boards at point C on the sketch, which given the position, is obviously the point of ingress. Photograph below.*

*This confirms there were no leaks in the field area only at the gutter edge caused by winds combined with heavy rainfall."*

The photos and sketches showed the condition of the roof and the issues identified, along with explaining why the issue identified by RSA wasn't the cause of damage. I'm aware that the photos didn't specifically show the issues with the drip edge. But, I think it's clear from the photos that there is an area of staining which is consistent with the issues, and point of ingress, that the roofer identified. Overall, I find this report persuasive. I'm also mindful that RSA hasn't shown that there was another main cause of damage than that described by Mr F and Mrs F's roofer.

So, having thought about this claim carefully, I think it's fair and reasonable for RSA to settle the claim for the flat roof and internal damage caused by the storm. It has already had the opportunity to inspect the damage and, after the claim was declined, Mr F and Mrs F had the repairs carried out. So, I think RSA should pay for the repair to the roof subject to Mr F and Mrs F providing it with the invoice for the work.

I also think the internal damage is consistent with a one-off event around the time Mr F and Mrs F said they found the damage. As part of that, I note that RSA decided the date it would enter on its system as the date of the incident, as Mr F and Mrs F were unsure. So, although RSA has said the damage was found nine days after the storm, Mr F and Mrs F had said it was around the middle of that month, so could have been much closer to the date of the storm. So, I think it's fair and reasonable that RSA should pay for the repairs to the internal damage that was the result of the storm, again subject to Mr F and Mrs F providing an invoice for the work. It should also pay interest on these amounts because Mr F and Mrs F lost use of the money.

I note that in its complaint response RSA said it should have inspected the conservatory and that it would do so. I think that was fair in the circumstances and that RSA should consider that part of the claim and let Mr F and Mrs F know the outcome.

RSA also offered £50 compensation for the issues with it assessing the conservatory roof. Thinking about this, I think it was fair in the circumstances and I don't require it to pay any further compensation.

## **My final decision**

For the reasons I have given, it is my final decision that this complaint is upheld. I require Royal & Sun Alliance Insurance Limited to:

- Settle the claim for the roof and the internal damage, subject to Mr F and Mrs F providing it with the invoices for the work carried out to repair the storm damage.
- Pay 8% simple interest on this amount from the date on which Mr F and Mrs F paid the invoices to the date on which the payment is made.
- Consider the claim for the conservatory and provide Mr F and Mrs F with the outcome, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 30 October 2024.

Louise O'Sullivan  
**Ombudsman**