

The complaint

Mrs A and Mr R complain that Royal & Sun Alliance Insurance Limited (RSA) declined a claim made under their home insurance policy.

What happened

In February 2024 Mrs A and Mr R contacted RSA to make a claim for potential subsidence after they noticed the gable end of their property had moved.

RSA appointed a subsidence expert who concluded there was no evidence of subsidence movement and they suspected the cause was a lack of lateral restraint. However, as Mrs A and Mr R has said there had been recent bad weather, RSA sent a surveyor to consider things further.

The surveyor concluded that the gable end had moved due to a lack of, and failure of, ties in the brickwork which had caused the gable end to tilt and lean out. They said they also noted on street view images issues dating back to 2022. So, they concluded this was a historic underlying and ongoing issue, rather than due to recent weather and the claim was declined.

Mrs A and Mr R complained to RSA about the claim decision. RSA said there were no storm conditions shortly before the date of loss, and they agreed with the surveyor that the street view images from 2022 showed issues then, so they didn't think the damage was as a result of a one-off insured event. RSA also highlighted an exclusion in the policy for damage caused by poor or faulty design, workmanship and material.

As Mrs A and Mr R remained unhappy, they approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said there weren't storm conditions at the time and he was persuaded by the conclusion reached by RSA. Therefore, he didn't recommend RSA do anything further.

Mrs A and Mr R didn't agree and asked for a final decision from 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.

Mrs A and Mr R initially made a claim for potential subsidence. This was investigated by RSA's agent, and they concluded there was no evidence of subsidence movement. But as Mrs A and Mr R had mentioned they noticed the damage after bad weather, RSA arranged for another agent to visit and consider whether it was storm related damage. However, they didn't think it was storm damage, so the claim decision was maintained.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

Mrs A and Mr R's policy doesn't define what RSA consider to be storm conditions. But I'd consider this to be windspeeds in excess of 47mph, often accompanied by heavy rain.

Mrs A and Mr R made the claim towards the end of February 2024 when they say they noticed the damage. I've seen weather records for the reported date of loss and immediately prior. And there weren't conditions which I would deem storm force at the reported date of loss or immediately before.

Mrs A and Mr R have said there could've been storm conditions at some point which caused the damage, and they didn't notice it until later. However, for a storm claim to be considered, there would need to be an identifiable one-off storm event, not just storm conditions at some point in the past which might have caused the damage at some point historically.

However, even if there were storm conditions on the date of loss or shortly before, this doesn't mean any claim is automatically covered. Instead, the other two questions need to be considered too.

Whilst I don't think evidence has been provided that a one-off storm occurred at the time of the loss or immediately before, and therefore I can't conclusively answer question one as 'yes', I've also considered the other two questions for completeness.

Is the damage consistent with storm type damage?

Not knowing if and when a storm occurred and at what point prior to the damage being noticed means it's difficult to answer this question with any degree of certainty. In the right conditions, there is a possibility that a storm could cause damage to a gable end. But equally, I'd expect the conditions to have been severe for it to cause this type of damage, unless there were already issues with the gable end in which case damage could be caused in less severe conditions.

Was the storm the main or dominant cause of the damage?

As I'm not persuaded there was a storm, then I also can't reasonably conclude that this was the dominant cause of damage being claimed.

Mrs A and Mr R's own contractor said:

"This is not wear and tear on the property from what I could see this is serious structural damage from the last 2 storms in my professional opinion and not completely down to poor workmanship"

However, RSA's agent concluded the movement has occurred due to the failure of, and lack of, wall ties, rather than due to a one-off event of storm.

Having seen images of the gable end, on balance, I'm persuaded by the conclusions reached by RSA. I also think the street view images from June 2022 support there being a historic ongoing issue, even if it isn't as obvious and evident as the later movement reported to RSA in 2024 is. So, I don't think it's been shown there were storm conditions in or around late February 2024, or that a storm was the dominant cause of damage being claimed for. Therefore, I don't think RSA has acted unfairly by declining a claim for storm damage.

Mrs A and Mr R's policy also excludes:

"Uninsurable risks

"Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- wear and tear, fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration, or anything that happens gradually over a period of time*
- poor or faulty design, workmanship or materials."*

And I'm persuaded, on balance, that the most likely cause of damage is poor workmanship, design and ongoing failure of the wall ties over time, rather than due to a one-off event of storm damage.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A and Mr R to accept or reject my decision before 28 August 2024.

Callum Milne
Ombudsman