

The complaint

Mr R complains that Royal & Sun Alliance Insurance Limited, trading as RSA, has offered an unfair settlement following a claim he made for storm damage to his home.

What happened

Mr R made a claim under his home insurance policy in January 2024, when the roof of his property was damaged following a storm.

RSA requested images of the damage and some quotes for repairs, which Mr R provided. The claim was then passed to a loss adjuster to validate. The loss adjuster visited the property to carry out an inspection in February 2024.

The loss adjuster reported back to RSA that there was minimal damage to the roof. He also told Mr R that he accepted the internal damage that had been caused by the severity of the weather conditions but that he didn't accept the roof damage, so wouldn't be recommending RSA pay for that.

Mr R was unhappy about this and made a complaint to RSA. He felt that the whole roof needed to be replaced and he raised a number of concerns, including that the loss adjuster was aware there was a disabled tenant, and that he'd given Mr R conflicting decisions on a week by week basis. Mr R said he'd had a poor experience with the loss adjuster and wanted compensation for the loss adjuster's negligence.

In its response, RSA said it had reviewed Mr R's concerns but was satisfied it had handled the claim correctly. It said the available evidence showed only minor damage to the roof, including some dislodged slates and a cracked gutter, which RSA was happy to pay for, as well as the internal damage, under the claim. But it didn't agree that the entire roof should be covered.

Because Mr R didn't agree, he referred his complaint to this service. Our Investigator considered it, but didn't think it should be upheld. She said that based on the available evidence, RSA had made a fair offer.

Mr R didn't accept our Investigator's assessment, so the complaint has now come 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 agree with our investigator and I'm not upholding this complaint. I know this will come as a disappointment to Mr R, as he believes the entirety of his claim should be covered by RSA. But I consider RSA to have made Mr R a fair offer – and I'll explain why.

When our service looks at a complaint about a storm claim, there are three questions to consider:

1. Did storm conditions occur 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 or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'. So I'll deal with each of the questions in turn.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the time the damage occurred in the vicinity of the insured property. And I can understand why RSA has said the conditions were borderline from looking at the wind speeds and rainfall around the date the damage occurred. But as the weather station where the conditions were recorded wasn't in the exact location of the insured property, it's possible that there were storm conditions closer to Mr R's property at the time.

Because RSA has accepted that storm conditions were borderline, and it's given the benefit of the doubt to Mr R and accepted his claim, I'm satisfied that it hasn't disputed that storm conditions might have been present at the insured property. So I've mainly considered the second and third questions.

Do I agree that the damage claimed for is consistent with damage that a storm typically causes?

I'm satisfied that some of the damage claimed for is the type of damage that storm conditions of this nature would usually cause. Winds of the force that were present at the time could cause roof slates to fall, for example, and might even break guttering. They could also cause water ingress.

But Mr R has claimed for the entire roof to be replaced, and I don't think the weather conditions present at the time would've caused damage to this extent. Generally, the stronger the wind speeds are, the more likely it is that significant or severe damage would occur. And as the wind speeds were borderline just a couple of miles away from the insured property, I find it unlikely that the weather conditions would cause such severe damage that a new roof would be required.

RSA has said that the damage in this case was not caused predominantly by the weather – but rather, the weather highlighted the existing defects and faults in the roof. So I've thought more about this in considering the third question.

Do I agree that the storm conditions were the main cause of the damage?

As I've mentioned, RSA didn't think the storm was the main cause of the damage. Its loss adjuster noted minimal storm-related damage to the roof and an absence of felt, which may have caused the water to enter the property. I can see there were some dislodged slates and a cracked gutter, so an offer was made to reflect the necessary remedial roof works, plus the necessary remedial internal work. I think this was fair in the circumstances.

So whilst I'm satisfied that some of the damage was caused predominantly by the storm, I can't safely conclude that the storm conditions were the main cause of all the damage that's been claimed for.

Mr R presented a number of quotations for a full roof replacement. I've considered these carefully. But they haven't persuaded me that RSA's offer is unfair. The quotes all detail the cost of a new roof, but none of the quotes I've seen provide any further commentary or detail to satisfy me that there is damage to the entire roof, which is consistent with storm damage, and not the condition of the roof itself. The first quote describes the work but doesn't comment on the need for a new roof, the second is similar, the third mentions that the quote is "to install and supply a new roof due to storm damages earlier this year" but again doesn't give any detail as to why it's suggested that the storm caused damage to the whole roof, and the fourth quote mentions "roof works as described below due to storm damage" but again doesn't provide any further detail about the need for a new roof.

So the only expert evidence I've seen in this case has come from RSA's loss adjuster. And because the quotations Mr R has provided don't offer any expert commentary to explain the likely cause of the damage, or why a roof replacement is necessary, I'm more persuaded by the explanation offered by RSA, which is that the weather conditions highlighted the existing condition of the roof, and only caused limited damage. I'm satisfied from what I've seen, that the impact of the storm was limited to roof slates being dislodged and some cracking of the gutter, as well as some internal damage.

So, for the reasons I've explained, I think RSA has made a fair and reasonable offer to Mr R in the circumstances, to cover both the internal damage caused by the storm, and the limited external damage caused. Because I consider RSA's offer to be fair, I'm sorry to disappoint Mr R but I won't be requiring RSA to do anything further.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 8 December 2024.

Ifrah Malik
Ombudsman