

## **The complaint**

Mr S and Mrs S have complained that Royal & Sun Alliance Insurance Limited trading as RSA (RSA) unfairly declined a claim for storm damage under their home insurance policy.

As Mrs S dealt with the claim and complaint, for ease, I will normally only refer to her.

## **What happened**

Mrs S contacted RSA to make a claim for storm damage. She said a storm had caused damage to her roof, along with internal damage. RSA sent a surveyor to assess the damage. It then declined the claim for the roof because it said it wasn't due to a storm. However, it agreed to cover the internal damage under the accidental damage part of the policy.

Mrs S complained about the damage to the roof being declined. When RSA replied, it didn't uphold the complaint. It said evidence provided by Mrs S showed that a downpipe was completely blocked and didn't allow rainwater to flow away. Mrs S had also said the rainwater in the valley rose to a height where it overspilled an area behind the tiles and entered the property. It also said the downpipe was smaller than a standard guttering downpipe and wasn't fit for purpose. Mrs S also later found another area of damage. Mrs S had said an RSA call handler told her to go ahead with the repair, but the call had been reviewed and this wasn't the case. RSA hadn't given permission to go ahead and had said it would need to review information from a builder. RSA said it would send the calls to Mrs S. RSA said Mrs S had arranged for the work to go ahead, so there was no longer an opportunity to validate the damage to see whether it was covered by the policy.

As Mrs S didn't agree with RSA, she complained to this Service. Our Investigator didn't uphold the complaint. She said there weren't storm conditions around the time the damage was found. RSA's surveyor had said there had been a natural breakdown of materials. However, Mrs S's builder had said the damage had been caused by the volume of water filling the valley causing it to flow over the upstand under the slates. But, our Investigator said there weren't extreme weather conditions. For the later identified damage, Mrs S had said there was a misunderstanding between her and RSA when she arranged for a repair to be carried out. However, our Investigator said RSA was entitled to assess the damage. She said there wasn't evidence to show there was a valid claim for storm damage under the policy.

As Mrs S didn't agree, the complaint was referred to me.

I issued my provisional decision on 21 August 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*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, in its response to the complaint and in the submission to this Service, RSA didn't dispute storm conditions occurred around the time of the damage. So, I think the answer to the first question is yes. I also think a storm could cause damage to a roof, including damaging tiles. So, I think the answer to this question is also yes.*

*So, I've thought about whether the storm was the main cause of damage. In RSA's response to the complaint, it explained why it had declined the claim. It said Mrs S had said a downpipe had become blocked due to the storm, causing debris to build up and the flow of water to move more slowly than usual. It said a photo provided by Mrs S showed sitting water on top of a downpipe designed to remove water from the valley. It said Mrs S said the downpipe wasn't fully blocked, but the photo showed that it was. It also said the down pipe was smaller than standard guttering and wasn't able to handle the volume of water. It also said a video showed the builder lifting a stick in the valley that then allowed the water to flow. It said this was also consistent with its findings that a volume of water sitting in the valley was due to a buildup of debris blocking the downpipe.*

*I asked RSA to provide the photos it assessed. It provided some photos, but none of these were of a blocked downpipe. So, RSA hasn't provided evidence to support its findings. I have watched a video that I understand to be the one that showed the stick in the valley.*

*Even if RSA had provided the photo, I'm not currently persuaded it was fair in its reasoning. RSA has said the downpipe was completely blocked. It hasn't explained why the storm couldn't have caused the items to fall into the valley and then block the downpipe. In terms of the video, the stick appears to be quite small and I'm currently unclear why this was seen as persuasive evidence that the storm couldn't have been the main cause of damage.*

*RSA has also said the downpipe was too small and wasn't able to handle the volume of water. However, if the downpipe was completely blocked, this would suggest water wasn't able to flow down the downpipe at all or that it was only able to do so in small quantities. I haven't seen anything to show that, if the downpipe wasn't blocked, the downpipe size would have been unable to cope with the volume of water.*

*After Mrs S made the initial claim, she reported a further area of damage that had been found. When RSA replied to the complaint, it explained that because Mrs S had carried out repairs, it was unable to validate this part of the claim. It explained what RSA and Mrs S discussed about the claim in two phone calls on the same day and why it was reasonable for it not to deal with this part of the claim. It said that during the first phone call, the call handler didn't give Mrs S permission to go ahead with the work and logged a call back request. RSA said that during the second phone call, there was no mention of someone visiting the property in the afternoon and that the claim handler said RSA wouldn't authorise Mrs S to go ahead with the work.*

*I've listened to the first phone call. Mrs S asked for authority to get work done. The call handler said she would arrange a call back from the claim handler. Mrs S said it was going to rain that night and she couldn't stand there with buckets all night. She said the work needed doing and a builder was coming out that afternoon. She said she would be going ahead, but hopefully not entirely at her own expense. The call handler said "If it needs doing, certainly call the builder". She said she would contact the claim handler and then "If it is peril related, we would pay the cost of the builder. I can't really say at this point". Mrs S said she needed to tell RSA the builder would be doing some work. The call handler said "That's great that you've told us. And like you say, it will stop further damages won't it, just while it's being investigated". The call handler asked Mrs S to send in the cost so RSA could confirm*

cover. Mrs S explained she wasn't necessarily expecting RSA to cover all the costs because the roofer had already done some maintenance to make sure the roof was in as good condition as possible.

I also listened to the second phone call. Mrs S described the current position with the roof. This included that some maintenance had been carried out to try and stop the rain continuing to enter the property but that, despite this, it had continued to do so. The claim handler said, in the context of drying the property, that she wasn't aware water was still entering the property. The claim handler read RSA's surveyor report and said this assessed the roof damage was due to the natural breakdown of materials. Mrs S disagreed with this and said the valley had been fully renewed the previous year, so didn't think it could be a maintenance issue.

The conversation continued and the claim handler said she couldn't confirm cover at that time. Mrs S explained the ongoing issues and said "...which is why I have a builder coming this afternoon" to investigate further. Mrs S explained why the roof claim was complicated. The claim handler said the report referred to broken guttering. Mrs S said there was no broken guttering. The claim handler asked Mrs S to send her builder's evidence. She said she would review it and they could then discuss the rest of the claim. The claim handler explained that she couldn't authorise for any works to go ahead at that time. Mrs S said she understood that, but she couldn't afford for water to get in again. The claim handler said to go ahead and let the builder look at the roof but to go back to her before she proceeded with any costs or authorisation to go ahead with the work.

So, I think it's fair to say that the first call handler told Mrs S she could go ahead with work on the roof, but didn't commit to the costs being covered. During the second call, Mrs S said a builder would be visiting that afternoon, despite RSA later saying she didn't. The claim handler was also made aware that water was still entering the property and that Mrs S urgently wanted this dealt with. Although the claim handler said not to authorise work, on balance, I don't currently think it was unreasonable for Mrs S to have undertaken repairs to stop the immediate issue of rain entering the property that day. A call handler, only a few minutes earlier, had told Mrs S it was ok to proceed and the claim handler didn't explain what to do about the immediate problem.

I accept that work being carried out made it more difficult for RSA to assess the claim. However, it did have information on which to base its assessment. It had its own surveyor's report and photos, along with other information provided by Mrs S and her builder. So, I think it could have done more to look at the second part of the roof claim.

Overall, I don't think RSA fairly assessed Mrs S's claim. I haven't currently seen evidence to show its reasons for declining the initial part of the roof damage claim were reasonable. For the second part of the claim, although RSA has said it couldn't validate that part of the claim, I think RSA relied on inaccurate information to make some of its findings and that it had other information it could have assessed to make a decision.

So, I currently intend to say RSA should reconsider the whole claim for the roof. I also currently intend to say RSA should pay Mrs S £200 for the impact on her of how it has handled the roof part of the claim.

I asked both parties to send me any more information or evidence they wanted me to look at by 4 September 2024.

Mrs S replied and, in summary, said:

- RSA's surveyor's opinion that the water ingress was caused by overflow from the roof valley was proved wrong by the meteorological information provided. RSA has access to this information. She had accepted the surveyor's initial position as it seemed a possibility.
- It was now clear both the first and second incident resulted from damage higher up the roof. In Mrs S's opinion this was weather related as there had been high winds all week.
- RSA claimed this couldn't be validated and, without evidence, relied on their surveyor's technician that the damage was due to nail fatigue.
- RSA's complaints handler said the downpipes weren't fit for purpose. They were of standard size and had served many years satisfactorily. It is now clear this was irrelevant, though it was partially blocked by roof debris.
- She was grateful for the request that RSA review the claim, which in light of this information could have been for the repair of the whole roof.
- Her RSA policy had expired in the meantime. Her broker had told her the policy couldn't be renewed. She had found a new insurer and the price was a large increase on the premium she had paid RSA.

RSA replied and, in summary, said:

- It couldn't agree that it didn't offer confirmation of storm conditions in the complaint response. In the response it agreed the declinature was correct and the damage to the roof wasn't caused by storm.
- However, following my provisional decision, it had reviewed the conditions, which it said weren't storm strength. It also, again, provided the definition in the policy. It said the heavy winds and heavy rainfall weren't defined as storm conditions in the policy.
- I had also said RSA should review the 10 tiles that were stated as loosened by the storm winds. RSA wouldn't expect high winds, that weren't storm winds, to loosen tiles unless the tiles weren't in the best condition in the first instance, which could be seen in the photos.
- RSA couldn't agree this was storm damage when storm was defined in the policy.
- All correspondence from Mrs S's roofer has been in writing from Mrs S. It hadn't seen a report from the roofer.
- RSA had offered this Service all the photos on its system. These showed the condition of the roof. So, it was unsure what photos I would like from RSA. It had also provided the videos it held.
- It asked me to clarify if I wanted it to go against its own policy definitions and the reasons for this, if I agreed with my provisional 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 uphold this complaint and for the reasons given in my provisional decision. As part of that I've read the comments from both Mrs S and RSA and thought about them. If I don't refer to a particular comment, it isn't because I haven't considered it. I've focussed my decision on what I consider to be the key points to make a fair and reasonable decision about this complaint.

I was aware that when RSA replied to Mrs S about her complaint, it had said it didn't think the damage was the result of a storm. However, it didn't say it didn't think there had been a storm. Instead, it used phrases such as its contractor "*determined the external part of your property, the valley, cannot be covered as storm damage*" and attributed the damage to causes such as the size of the downpipes. It was only when RSA responded to my

provisional decision that it offered a view on the weather conditions themselves. However, I haven't seen evidence this was the reason it told Mrs S it was declining the claim.

When I made my provisional decision, I was aware of the definitions in the policy and the weather conditions at the time of the claim. I didn't make a finding on issues such as wind speed. What I said I intended to require RSA to do was to reconsider the external damage. I remain of the view that this is fair. For avoidance of doubt, in terms of the weather, RSA should do this by considering all of the conditions in the period before the damage, as well as this Service's published guidance on our approach to storm complaints. As I said in my provisional decision, RSA also has other information available to it by which it can assess the claim for external damage. I should also note that I was aware Mrs S had written the report on behalf of her builder because she said this in the report.

### **Putting things right**

I remain of the view that RSA hasn't provided evidence to show that when it declined the claim it did so fairly. So, I require RSA to reconsider the full claim for the roof and to pay Mrs S and Mr S £200 compensation.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint. I require Royal & Sun Alliance Insurance Limited trading as RSA to:

- Reconsider the full claim for the roof.
- Pay Mrs S and Mr S £200 compensation.

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

Louise O'Sullivan  
**Ombudsman**