

The complaint

Mr and Mrs F have complained that Royal & Sun Alliance Insurance Limited (RSA) rejected a claim they made under their home and buildings insurance policy for storm damage.

As Mr F is the lead complainant, I've mainly referred to him in my decision, for both Mr and Mrs F.

What happened

In January 2024 Mr F contacted RSA to make a claim for storm damage in September 2023, which he had arranged repairs for, the previous year.

RSA rejected Mr F's claim. It said no storm conditions occurred at the time, and as Mr F had arranged repairs, he had prejudiced his position as RSA couldn't validate the claim. It couldn't assess the cause of damage to see if it was covered under the policy.

From the information provided by Mr F, a Surveyor on RSA's behalf said there was no evidence of storm related damage. As RSA excluded cover for damage caused by gradual deterioration or wear and tear, RSA said its decision to reject the claim was correct.

Mr F was unhappy with some poor service he'd received, which RSA acknowledged. For this, it compensated Mr and Mrs F by paying compensation of £150.

Mr F remained unhappy and asked us to look at his complaint.

Our Investigator didn't recommend the complaint should be upheld. He found no storm conditions had occurred in September 2023, and he didn't think RSA's decision – given Mr F had arranged repairs – was unreasonable.

Mr F didn't agree. He said he was mistaken and the date the damage occurred was actually a month later, so during October 2023. He provided information about a named storm which occurred around that time.

The Investigator said the evidence Mr F provided wasn't enough to safely conclude storm conditions in October 2023 had occurred locally. In any event, as Mr F had arranged repairs before RSA could consider the claim, he maintained his view that RSA had acted within the policy when rejecting it.

Mr F didn't agree and wants an ombudsman to decide. He says he contacted RSA before arranging repairs to submit his claim, but he didn't hear from RSA and had to call to chase matters. Mr F also said RSA had agreed he could proceed with full repairs at the time.

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.

Insurers provide cover for specific insured perils such as storm, flood or fire. For storm damage claims, it isn't enough to show that poor weather occurred, but that extreme weather occurred locally to a customer's home. Sometimes poor weather – or even extreme weather – can highlight an existing issue that has caused gradually. So the cause of damage matters. It's generally accepted that a property in good condition should withstand all but extreme weather conditions.

As the Investigator explained, we ask three questions when considering complaints about storm damage. 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?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

I've looked at the information Mr F provided to show that storm conditions had occurred. This is a general news warning about the storm and how conditions may reach wind speeds of up to 70mph across various parts of the UK.

However, we have checked the local weather data to Mr and Mrs F's home, recorded at the time, and this shows peak wind gusts were recorded at 46 mph. So while I agree there was poor weather, I don't find that the conditions met the severity of a storm for the purposes of Mr F's claim.

So the answer to the first question is 'no'.

RSA has provided a recording of a call between it and Mr F on 4 January 2024, after Mr F had submitted a claim online. Mr F explained that he had attempted to submit a claim previously, but hadn't received a response. Mr F said the damage had occurred in September 2023 – and he had arranged repairs in November 2023.

Mr F provided a copy of the repairs invoice and photos to RSA. RSA instructed a Surveyor to consider Mr F's claim, which was subsequently rejected.

There is no indication during the call that RSA had previously agreed for Mr F to go ahead with repairs. And RSA told Mr F it couldn't trace a previous submission for a claim.

RSA's policy – like most insurers – says the following in relation to repairs;

"...Also, don't throw away any damaged items before we've had a chance to see them. And don't carry out any non-emergency repairs before we've had the opportunity to inspect the damage."

So, as there isn't any evidence for RSA to determine a cause of damage, it isn't possible to answer 'yes' to the remaining two questions. Even if I agreed that storm conditions occurred, I think RSA's decision to decline the claim was fair.

Mr F says he had to contact RSA to chase for an update when he submitted the invoice for repairs with photos as he was given a timescale of seven days. Mr F said RSA asked him to send the information again in order for a Surveyor to carry out a desktop review. It incorrectly advised Mr F by text message to expect a payment to settle his claim in January 2024.

RSA upheld Mr F's complaint that it had provided a poor service and given Mr F incorrect information as to how it would deal with his claim. I think the compensation award it paid of £150 for the distress and inconvenience caused is fair in this case.

I understand Mr F will be very disappointed with my decision. But I think RSA reasonably declined his claim for storm damage and in line with the policy. So I'm not asking it to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to

accept or reject my decision before 31 December 2024.

Geraldine Newbold
Ombudsman