

The complaint

Mr C and Miss A complain about Royal & Sun Alliance Insurance Limited's ('RSA') response to a claim they made under their home insurance policy.

Much of Mr C and Miss A's dissatisfaction relates to the actions of RSA's appointed agents who visited their property. As RSA accept responsibility for the actions of their agents, any reference in my decision to RSA includes the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr C, Miss A and RSA. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

In November 2023, Mr C and Miss A made a claim on their home insurance policy for internal and external damage to their property. RSA investigated the claim and accepted the claim for internal damage, but declined the external damage - as they said it wasn't consistent with a one-off event.

Mr C and Miss A complained about the external damage claim decline and the service provided by RSA when initially responding to the claim. RSA partially upheld the complaint, offering £150 compensation for the actions of their appointed agent when visiting the property.

As Mr C and Miss A remained unhappy, they referred their complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that RSA needed to do anything further. As the complaint remained unresolved, it's been referred to me for a 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

Miss A has referred to RSA being prepared to settle the internal damage, but not the external. But as RSA chose to settle the claim for internal damage, my decision will not address this part of the claim. In any case, I wouldn't seek to interfere with any decision taken by an insurer to settle part of a claim where it's in the complainant's favour. My decision will primarily focus on the declined external damage part of the claim.

It's not in dispute that the service provided by RSA when initially responding to the claim could have been better. RSA accepted this by offering £150 for any distress or

inconvenience caused. I'll be considering whether this offer goes far enough to recognise the service failings and try to put things right.

My key findings

Our Service has a well-defined approach to storm damage complaints. Details can be found here: <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- 1- *Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*

Yes, it's not in dispute that there were storm conditions around the time of the loss event (damage occurring).

- 2- *Is the damage (external) claimed for consistent with what we generally see as storm damage?*

Mr C and Miss A have said the storm conditions caused damage that led to water running down from displaced or loosened ridge tiles, underneath the roof tiles (rather than tiles having fallen off the roof), through the roof membrane and this caused internal damage.

The evidence provided by RSA doesn't support that the damage that occurred to ridge tiles and the valley area is what would normally be seen following storm conditions. Instead, they suggest that a gradual breakdown has occurred over time, eventually causing water to enter the property. On balance, I find this to be reasonable.

I note that Ms A has referred to her contractor replacing lathes and part of the breathable membrane. RSA have argued that this is further evidence of a gradual event over time, rather than water getting in on one occasion. Based on experience, I find this to be a reasonable position for RSA to take.

In their final response letter, RSA have said:

"You advised water was running off your ridge tiles, underneath your roof tiles and this has affected the membrane underneath. You advised this has caused the wood underneath to rot and water to enter your home. Your contractors estimate to rectify this is to supply and fit a new ridge system to all ridgelines."

An email from Miss A to RSA dated 13 January 2024 makes this assertion (about rot). But any rot will not have been because of a one-off storm event, rather it more likely occurred gradually, over a period of time. RSA's report also doesn't support typical storm damage such as numerous missing, damaged or displaced roof tiles – that would typically be consistent with storm damage. I acknowledge there is a small area of damage to one tile. On balance, I find RSA's position to be reasonable and nothing provided by Mr C and Miss A sufficiently undermines this.

Therefore, the answer to this question for external damage is, 'no', the damage is not consistent with what we generally see as storm damage arising from the weather conditions here.

This means I don't go on and consider question 3: *'Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?'*

I've also considered if any other part of cover ought to respond to this loss event – such as accidental damage, but I find RSA can fairly decline the external damage being claimed - for the same reasons as outlined above. Miss A has recently said no evidence has been provided of rot, but as referenced earlier in the decision - she was the party who told RSA rot had occurred. In any case, even if RSA chose not to rely on the rot exclusion, they can still fairly rely on the gradual damage exclusion, and the claim fails under accidental damage too.

The service provided

It's clear that the service provided by RSA when responding to this claim didn't meet Mr C and Miss A's expectations. RSA accepted there had been failings and offered £150 in recognition of this. I find this amount to be fair, reasonable and proportionate – relative to the impact of the service failings, as it's fairly within the appropriate range of our published guidelines on these types of awards: <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

My overall decision outcome will disappoint Mr C and Miss A, but it brings to an end our Service's involvement in trying to informally resolve this dispute between them and RSA.

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 Mr C and Miss A to accept or reject my decision before 10 March 2025.

Daniel O'Shea
Ombudsman