

The complaint

Mr and Mrs H complained that their claim for storm damage was unfairly declined by Royal & Sun Alliance Insurance Limited ("RSA") under their home insurance policy.

What happened

Mr and Mrs H explained that on 10 January very strong winds "*ripped apart*" some of the soffits and the cladding on their roof. They made a claim to RSA and waited for a surveyor to inspect the damage on 26 January.

Unfortunately, Mr and Mrs H said they experienced another storm at their property on 21 January before the surveyor visited. They said this storm caused much more damage.

RSA's surveyor said there wasn't any storm strength winds on the 10 January. Based on the surveyor's report, RSA concluded that wear and tear was the main cause of damage, and the winds merely highlighted a weakness in the buildings structure. RSA said as Mr and Mrs H hadn't purchased accidental damage on their policy, they wouldn't be covered for the subsequent damage caused to their flat roof due to tiles falling from the main roof.

Mr and Mrs H are unhappy that RSA "*refuse to pay for the building restoration work which would have been less extensive if they had acted in time, and we think they are just trying to worm out of their responsibility to pay out for storm damage*".

Our investigator decided to partly uphold the complaint. He thought RSA had been fair in declining the claim for the damage to the verge and soffit as there is evidence the weather wasn't the main cause. However, he thought an earlier storm may have been the cause indirectly of the damage to Mr and Mrs H's flat roof. RSA disagreed (and Mr and Mrs H didn't respond), so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 10 October 2024. I said:

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

- 1. Do I agree that storm conditions occurred 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 cause of the damage?*

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

The policy sets out a definition of a storm. It is defined as "A storm will involve very strong winds powerful enough to cause structural damage to homes within its path. It's usually accompanied by torrential rainfall, hail or heavy snow. Damage caused by normal weather conditions commonly experienced in the UK is often the result of normal use or ageing or lack of maintenance and isn't covered".

In Mr and Mrs H's complaint, they've been clear on the dates where they think damage was caused, so I've focused on these dates. Having checked our service's resources, a peak gust of 29mph was recorded on 10 January. This isn't strong enough to cause structural damage, so I've concluded there wasn't a storm on this date.

Mr and Mrs H referred to more bad weather on 21 January. Having checked our resources, 54mph winds were recorded, so I think it would be reasonable to assume these conditions were consistent with a storm.

Was the damage claimed for consistent with damage a storm typically causes?

Mr and Mrs H said the bad weather on 10 January ripped apart the soffits and cladding on the roof. Unfortunately, as the weather on the 10 January wasn't consistent with storm conditions, this damage wouldn't be covered by the policy. So, I think RSA has been fair in declining this part of the claim.

I appreciate our investigator looked at weather conditions in the two weeks leading up to the incident. However, given Mr and Mrs H's testimony was clear that it was the weather on the 10 January that caused the damage, I don't think it is fair to consider earlier weather conditions. If Mr and Mrs H thought an earlier storm had caused this damage, then I think it's reasonable to assume that they would've said so when they made their claim.

I've considered the storm on the 21 January and whether I think it could've caused the damage to the flat roof (through debris blowing off the main roof). I think storm force winds could dislodge tiles, so yes, I think this could've caused damage to the flat roof if they landed there.

Were the storm conditions the main cause of the damage?

RSA said the storm wasn't the main cause of damage. It said:

"Looking at the nature of damage to the main roof, this is not consistent with damage caused on one occasion or by a storm. The remaining mortar on the affected side of the apex is cracked and de-bonded and on the other side, the mortar is still in place but also in a cracked and de-bonded condition.

Turning to the soffits, which came off a week or so after the original damage, during more bad weather. The soffit is not attached to the mortar and would be screwed into the battens below the mortar verge. The photos from [our appointed surveyor] show the roof timbers at the gable end to be rotten and crumbling.

You experienced winds of 54mph when you told us the additional damage occurred, which I agree is a storm. However, the storm wasn't the main cause of the damage. Instead, because the timbers are rotten, most likely due to water being able to get in from behind defective mortar, has meant the soffit has detached easier than it would have if it were attached to undamaged timbers.

Finally, I refer to the damaged small flat felted roof, which appears to have been damage due to the falling mortar. We'd only be able to cover the damage to it if the debris caused the

damage during a storm. You told us the mortar fell on 10 January 2024 however, you didn't suffer a storm then as spoken about".

I've reviewed the report and photos provided by the appointed surveyor and his verbal recording of his findings. I think RSA's conclusions are consistent with what is reported by the appointed expert. I find the expert's commentary is a fair reflection of what can be observed in the photographs. Therefore, I think RSA has been fair in declining the claim for the reasons it has set out. I haven't seen any other expert reports to contradict these findings.

I've noted RSA did consider whether Mr and Mrs H had accidental cover which it could apply for the damage to the flat roof. However, as Mr and Mrs H hadn't bought this additional cover, I think RSA were fair in not covering the damage under this peril. Therefore, as I don't think RSA has done anything wrong, I don't intend to uphold this complaint".

Responses to my provisional decision

RSA accepted my provisional decision, and it didn't have any new information to provide.

Mr and Mrs H didn't agree with my provisional decision. They have provided a comprehensive response, which they've summarised as:

"1. We believe that the provisional decision (based upon the 3 questions posed) should be changed in our favour, for the reasons given above, including that the decision focussed solely on the 10 January date and relied solely on the RSA's statement (which only addressed the apex and not the flat roof) in answering the third question, and placed too little weight upon and disregarded the opinions of the Ombudsman's inspector. We consider that had the Ombudsman taken the matters we have set out above into account, our complaint should be upheld.

2. In addition, we believe that the Ombudsman's provisional decision should also have considered the question of whether Nationwide/RSA's delay caused the majority of the damage. Even if the Ombudsman decides the 3 questions against us, the Ombudsman should have considered whether Nationwide/RSA's delay prevented us from repairing the roof before the storm of 21 January, which caused the majority of the damage to the roofs. We believe that if the Ombudsman considers this additional factor, even if our complaint with regard to the damage on or before 10 January is not upheld, our complaint should be upheld in the main.

3. Finally, we consider that the way in which Nationwide/RSA have dealt with this claim and our complaint was not proper and should be considered by the Ombudsman when deciding upon this complaint".

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.

I appreciate Mr and Mrs H's response; it is clear and concise. Unfortunately, I'm going to disappoint them as I've not received any new information or arguments that persuade me to change my original decision.

Mr and Mrs H's response puts a lot of weight in our investigator's viewpoint (who they've referred to as the ombudsman's inspector). They've explained they (Mr and Mrs H) aren't in construction or experts in this area. But they've said the ombudsman inspector is an expert.

I should clarify my role as an ombudsman. My role is to review the evidence that is provided and to provide an impartial decision based that is fair and reasonable based upon that evidence. I can confirm I'm not an expert in construction or surveying either but that is also true of our investigator.

Both of our roles are to review the evidence that has been provided. The only expert evidence that has been provided is from RSA's appointed surveyor. As I've set out in my reasoning, I've persuaded the surveyor's findings are reasonable and are consistent with the supporting evidence supplied. I've not seen any conflicting evidence provided by other experts.

I understand Mr and Mrs H's have a further issue with the time it took RSA to survey the damage and they believe this caused additional damage. However, as I don't think RSA were liable for the claim, I don't think it's fair to hold them liable for any further damage caused. The underlying cause of the damage was a pre-existing weakness in the structure and not a storm. Mr and Mrs H could've arranged for a temporary repair / protection to their roof if they were concerned about further damage been caused.

My final decision

My final decision is that I don't uphold this complaint. I don't require that Royal & Sun Alliance Insurance Limited will need to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 26 November 2024.

Pete Averill
Ombudsman