

The complaint

Mr B complains that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined his claim for storm damage to his home under his home buildings insurance policy. In addition, he complains about the payment it offered for his damaged contents.

What happened

Mr B refers to his home as a 'welfare unit'. He says the roof was blown off during a storm in November 2023. He contacted RSA to make a claim. It sent a surveyor to inspect the damage. It then declined his claim saying the welfare unit was in a poor condition, and it was this, not the storm, that was the underlying cause of the damage.

After his initial complaint Mr B says RSA decided to consider his contents claim. An assessor was sent to inspect his losses. An offer for £2,000 was then made. Mr B says this doesn't cover the damage caused to his contents. He supplied a list of the damaged items that he says RSA should cover.

RSA sent an initial complaint response in January 2024. It declined Mr B's claim due to its surveyor's view that the welfare unit was in a very poor condition. In its second complaint response in June, RSA says it's unusual for it to consider a contents claim in these circumstances. This is because the lack of maintenance to Mr B's welfare unit was the cause of his damaged contents. But RSA agreed to consider his claim due to his personal circumstances. The business maintains its offer of £2,000 is fair. It didn't think all of the items claimed for were actually in the welfare unit at the time of the storm. And it didn't think all the damage claimed had resulted from the storm.

Mr B didn't think RSA had treated him fairly and he referred the matter to our service. Our investigator didn't uphold his complaint. She thought RSA's explanation and evidence showed the welfare unit was in a poor condition prior to the storm. She didn't think there was cover in these circumstances for Mr B's contents. But she thought RSA's decision to provide a settlement payment was reasonable. She didn't accept Mr B's view that this payment should be increased.

Mr B disagreed with our investigator's findings and asked for an ombudsman to consider the matter.

It has been passed 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'm not upholding Mr B's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

Mr B's claim was for storm damage. There are three questions we take into consideration

when determining whether damage has occurred due to a storm. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

RSA reported wind speeds where Mr B lives of 67mph at the time of his loss. I've also looked at the weather records around this time. On 2 November 2023 wind gusts up to 67mph were recorded. There's no definition of 'storm' in RSA's policy terms. But winds of this strength are generally considered to be storm force. So, I'm satisfied there were storm conditions at the time of Mr B's loss, which means the answer to question one is yes.

Mr B reported the roof of his welfare unit having blown off during the storm. This type of damage is something a storm can typically cause. So, the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage to Mr B's property. I've read the report provided by RSA's appointed surveyor. The surveyor says that on the evening of the storm Mr B was opening the door to the welfare unit and it blew off in his hand. He slept in the main house that night and in the morning discovered the roof of the welfare unit had blown off and several sections of it had collapsed. The surveyor reported that the cause of the damage was a natural breakdown of materials. And that the storm had, *"just finished it off"*.

RSA referred its surveyor's findings to its appointed technical experts for review. I've read the report it provided. It says the surveyor considered the welfare unit had been in a poor condition for some time. The report refers to a ramshackle building in a poor state of maintenance visible from historic street view images that are available online. It says it sees no reason to override the decision to decline the claim based on the pre-storm condition of the welfare unit.

The claim records include an email from the technical consultant Mr B's claim was referred to. She says the welfare unit was in an extremely poor condition both visually and structurally. The technician refers to it as having rotted all the way through with dilapidated rotten timbers and large amounts of rust.

I've seen the photos taken from the surveyor's inspection. These support the view that the welfare unit was in a degraded condition prior to the storm. Including areas where the timbers used in its construction have rotted.

Based on this evidence I find RSA's view persuasive that the underlying cause of the damage was the deteriorated state of the welfare unit. The storm force winds lifted the roof and caused the remaining structure to collapse. But I don't think this would've happened if the building was in a good state of repair as required by Mr B's policy terms.

Mr B's policy terms say:

"Maintenance: Your policy does not cover you for the cost of gradual deterioration – it is not a maintenance contract. It is a condition of the policy that you keep your property in good order and take steps to avoid loss or damage."

This means the answer to question three is no. The storm wasn't the underlying cause of the damage and RSA can reasonably decline Mr B's claim.

I've thought carefully about RSA's offer to pay Mr B £2,000, less his policy excess, for his contents claim. In its complaint response RSA says it's unusual to consider contents claims in these circumstances. I asked it to comment further on this point. It responded to say that many of Mr B's contents were thought to have been out in the open at the time of the storm. There is no cover under its policy terms for these items. It explains that it didn't think cover should apply here, but because of Mr B's circumstances it agreed to pay £2,000 for the contents as a gesture of goodwill.

Mr B's policy provides cover for his contents due to damage caused by a storm. However, the exclusions section of his policy terms, applicable to the whole policy, says a claim may be rejected if the following isn't met:

"1. Your duty to prevent loss or damage

The insured must take steps to prevent loss of or damage to property which is covered by this insurance and to keep the property in good condition and in good repair."

Because of this I agree with RSA that its policy doesn't provide cover in these circumstances. I can't see that there is any other cover under Mr B's policy that would apply for the loss of his contents. That said RSA has agreed to provide a settlement payment in light of Mr B's personal circumstances. I've looked at how this was assessed.

An inspection of the damaged contents was carried out in February 2024. The report says that all contents were situated outside and provides a list of items Mr B is claiming for as well as photos that show what was observable. The report raises some concerns that some of the items may have been outside prior to the storm. It provided a list of items that it felt could reasonably be included in its assessment and some that couldn't. RSA concluded that £2,000 was an adequate amount to cover the items it felt should be included in its settlement.

I asked RSA to confirm how it had arrived at the figure it did for Mr B's contents. It replied to say the items it thought should be included were costed using two online retailers. A list of these items include: a mattress; shower enclosure; Upvc door; air fryer; outdoor table and chairs; TV aerial; rug; gas cooler connections; fridge; and a parasol. RSA says some other items including a sink and kitchen unit weren't identifiable on any photos, and it wasn't sure that a tumble drier Mr B included in his list had been working prior to the storm. The list of costed items came to £1,200. This left £800 for the remaining items mentioned above. RSA says it thought this was a fair starting point to negotiate from. It invited Mr B to provide receipts if he felt a higher payment was justified. But he didn't provide this information.

I don't think the approach RSA took here was unreasonable. There was some doubt that all of the items being claimed were in the welfare unit at the time of the storm. Some items weren't there when the surveyor took photos for the contents claim. And as discussed I don't think there was cover in place in these circumstances for the damaged contents. Having considered all of this I think what RSA offered was fair. It gave Mr B the opportunity to support his claim for a higher settlement. But he didn't provide relevant information in response. So, I can't reasonably ask RSA to pay anymore

In summary I don't think RSA treated Mr B unfairly when it relied on its policy terms to decline his buildings claim for the reasons it gave. I think the settlement it offered for his contents damage was reasonable. So, I can't fairly ask it to do any more.

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 B to accept or reject my decision before 26 December 2024.

Mike Waldron
Ombudsman