

The complaint

Mr and Mrs C complain Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a storm damage claim against their home insurance policy.

What happened

In summary, Mr and Mrs C held a home insurance policy which was underwritten by RSA. They made a storm damage claim in January 2024 after verge tiles fell from the main roof onto their lower single-storey utility roof.

RSA appointed a surveyor to inspect the damage. RSA told Mr and Mrs C it didn't think there was a storm, and in any case, damage to the main roof was the result of a breakdown of materials, and issues with battens, amongst other things. It declined this part of the claim but said it could accept an accidental damage claim for the utility roof, although repair costs would fall below the policy excess.

Mr and Mrs C accept some areas of their roof needed maintenance which they carried out after the claim-incident. But they said a strong gust lifted the tiles, that was the main cause of damage, and RSA declined to assist them unfairly and without basis. To support their position, they provided online articles reporting on the weather, and an incident local to them involving a tree that came down.

They complained to RSA and requested it paid them roughly £2,700 for roof repairs, £250 for internal damage repairs noticed six weeks after the incident, and an apology. RSA maintained its claim position but paid Mr and Mrs C £1,500 as a contribution towards repairs as a goodwill gesture. Mr and Mrs C remained unhappy, so they asked our Service for an impartial review.

The Investigator didn't recommend it be upheld. She thought storm conditions were present but didn't think this was the main cause of damage, and in any case, RSA's £1,500 payment was more than fair. Mr and Mrs C didn't agree. They provided further comments and an opinion from their roofer. This didn't change the Investigator's view, so I must decide the 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.

Our Service has a well-established approach to cases involving storm damage. We ask three questions:

- Were storm conditions present on or around the date of loss?
- Is the damage being claimed for consistent with damage a storm typically causes?
And:
- Were storm conditions the main cause of damage?

If the answer to any of these questions is “no” then it’s unlikely I’d expect a claim to succeed.

In answering question one, I find weather reports most persuasive as they give an indication of the likely weather conditions local to a property – with a maximum gust speed. A weather report I’ve reviewed shows windspeeds of up to 51 MPH were present on the date of loss.

The policy says a storm will involve very strong winds powerful enough to cause structural damage to property. While I would consider a maximum gust of 51 MPH to be at the lower end of what I’d consider to be poor weather (a storm), RSA told Mr and Mrs C it understood slight structural damage can occur with winds at 47 MPH and above. So, it follows I think the answer to question one is “yes” on this basis.

I also think the answer to question two is “yes”. Tiles falling off a roof is consistent with damage typically caused by a storm. So, I’ve gone on to consider question three.

Mr and Mrs C say a strong gust lifted the tiles of their well-maintained property. And poor weather was well-documented in online articles. RSA however say damage was the result of a gradual process loss, a breakdown of materials, and issues with battens. In reaching this conclusion, it relied on the findings and photos of its surveyor. The surveyor reported to RSA the following:

“The surveyor advised that there has been damage due to a gradual process loss, breakdown of materials due to previous installations on the roof and the mortar has deteriorated over time. The right hand side rear verge has collapsed onto a lower roof section, causing consequential damage to the tiles. The surveyor added that there is extensive mortar disintegration to the verge and ridge lines over a long period of time. There is also evidence of previous repairs due to these issues. Cover is applicable to the consequential loss damage but however the cost of repairs is within the policy excess”

The surveyor also said they observed battens were too short, so they weren’t holding in place the verge tiles. Rather, the mortar was doing so which failed over time.

I find the comments of the surveyor to be conclusive, plausible, and persuasive. The mortar that was said to have been holding the verge tiles in place collapsed exposing battens the surveyor said were too short, which contributed to damage occurring in the way it did. I find the photos support these comments. A gap can be seen between the end of the batten and roof edge.

The surveyor also took photos showing remaining mortar appearing dislodged, and cracked, in places, and photos of areas where previous repairs have been undertaken for this issue. So, I find the surveyor carried out a reasonable and thorough inspection into the main cause, which is supported by photos, and I find RSA acted fairly when relying on the same.

Mr and Mrs C disputed the findings of the surveyor. They said there was no design issue, battens withstood the test of time (roughly 70 years), they were designed in a common way, the same as other houses, and had no issues with their condition. But I note the surveyor and Mr and Mrs C’s roofer (within a 9 January 2024 quote) included a provision for new battens. I find this suggests it’s more likely than not that there were some issues with battens.

I’ve further noted the maintenance works undertaken to the roof by Mr and Mrs C following the incident. They’ve said they took the opportunity to do so while the incident-related repairs were underway. And they also said their roof was in a perfectly acceptable condition prior to the incident. But I find it unlikely a perfectly acceptable roof would require such extensive

maintenance works. Rather, I find on balance that this supports RSA's view that the roof showed signs of deterioration, issues, and a breakdown of materials over time.

Mr and Mrs C provided comments from a roofer who inspected, repaired, and carried out the maintenance of the roof. They made the following comments:

- Wind damage caused tiles to be disrupted and tiles came off. And this damage is typical with that of a storm.
- Their experience would tell them the verge was hit by a strong gust and this caused the damage.
- Verge tiles were all imbedded in accordance with general roofing practice.
- The verge would have remained intact but for extreme weather conditions.

In essence, the roofer has said a strong gust was the cause, tiles were imbedded in the correct way, and the verge would have remained intact but for extreme weather. But they've not commented on the condition of materials RSA has said failed over time within their report.

To be clear, I agree with Mr and Mrs C that poor weather was present on the date of loss. Their roofer has said the verge would have remained intact but for the extreme weather, but I don't find the weather records I've reviewed supports that. RSA has said the issues reported by their surveyor was the main cause of damage, and I find it reached a fair and reasonable conclusion based on the information it had available to it at the time and based on weather records I've seen.

Therefore, it follows that I am not satisfied the answer to question three is "yes". I say this because I am satisfied RSA reached a fair and reasonable outcome when concluding the main, dominant cause of damage here was not the result of a one-off storm event.

The policy allows RSA to decline a claim where damage is the result of wear and tear, deterioration, and anything that happens gradually. This exclusion applies to the whole policy, and so I don't think Mr and Mrs C's claim for the verge tiles / main roof should succeed under the accidental damage section of the policy either.

Mr and Mrs C noticed damage internally roughly six weeks after the incident. They paid £250 for repairs locally. RSA has said this amount was less than the policy excess for accidental damage, so no payment would be due under the policy. I think that's reasonable.

RSA also told Mr and Mrs C the consequential damage to the utility roof could be accepted under the accidental damage section of the policy. But the surveyor, at the time of their inspection, considered some tiles required replacing, and the cost of doing this would fall below the policy excess. I note Mr and Mrs C decided to replace their utility roof, but this isn't something I'd expect RSA to pay for – it is only responsible for paying to repair claim-related damage.

In any case, when responding to this complaint, RSA offered to pay Mr and Mrs C £1,500 to contribute towards the repairs. All things considered – I think this amount far exceeds RSA's liability for this claim under the policy. And I also think this amount is over and above what I'd expect RSA to pay to resolve this complaint. Therefore, I do not seek to interfere with RSA's commercial decision regarding the same, nor do I require it to take any further action here.

I accept my decision will disappoint Mr and Mrs C. I acknowledge this has been a distressing and upsetting time for them. But my decision ends what we – in attempting to resolve their dispute with RSA – can do for them.

My final decision

I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Ms C to accept or reject my decision before 10 January 2025.

Liam Hickey
Ombudsman