

## **The complaint**

Mr M complains that Royal & Sun Alliance Insurance Limited ('RSA') unfairly declined a claim for storm damage under his home insurance.

Mr M's policy was sold and administered by an intermediary on RSA's behalf. That intermediary used another company to manage Mr M's claim and his correspondence has been with this company. For the avoidance of doubt, any reference to RSA includes its agents, including the intermediary and the claims management company.

Mr M is represented in this matter by his insurance broker, Ms H, but for simplicity I'll refer mainly to Mr M in my decision.

## **What happened**

Mr M had a home insurance policy with RSA. In January 2024, soon after a series of storms hit the UK, he discovered damage to his roof. He reported this to RSA.

RSA asked Mr M to send it a cause of damage report (on company headed paper), images and/or videos of the damage, and the invoice for the temporary repair (also on company headed paper).

Mr M tried to get temporary repairs done, however these appear to have been unsuccessful. Mr M found another contractor to provide a cause of damage report.

In May 2024, RSA appointed a surveyor to inspect the damage. The surveyor concluded the damage to Mr M's roof was due to "*natural breakdown of materials*" and internal damage was due to "*rainwater ingress over a period of time*".

RSA declined the claim based on its surveyors' findings. It told Mr M his policy didn't cover loss or damage arising from wear and tear or anything that happened gradually (page 53 of the policy booklet). Mr M was unhappy with this and brought his complaint to this service. He wants RSA to settle his claim.

Our investigator didn't recommend that Mr M's complaint should be upheld. He accepted that there was a storm around the time of Mr M's claim. However, he thought the surveyor's report that the primary cause of damage was wear and tear was persuasive and was supported by photos that showed water damage that had developed over a long period of time. He was satisfied RSA had acted fairly by declining the claim.

Mr M didn't accept this, so the complaint was passed to me to make a final 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.

Like most policies, Mr M's cover only makes RSA liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his

policy. The policy booklet shows Mr M is covered for damage caused by a storm. Page 12 of the booklet defines a storm as: *"A period of violent weather defined as: Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale)..."*

As our investigator explained, when we look at complaints about storm damage we ask three questions:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim won’t succeed.

Met Office information for the 2023/24 storm season shows three storms hit the UK in December 2023. The last was Storm Gerrit on 27/28 December. This was characterised by “*damaging winds and heavy rain*”. Data from the weather station closest to Mr M’s home shows winds reaching 54mph and 51mph on 28 and 29 December.<sup>1</sup>

Those wind speeds don’t quite meet the policy threshold, but RSA will be aware that this service takes the view that damage can occur when the recorded wind speed is lower than Force 10. For example, the Beaufort Scale notes that “*slight structural damage*” can occur at Force 9.

I have questions about exactly when the damage happened. Mr M’s representative told us he reported the incident “*the same day the damage occurred.*” However, he reported the damage to RSA on 4 January, almost a week after the most recent storm. I think it’s more likely the damage happened some time before Mr M discovered it. For this reason, I’m prepared to accept there were storm conditions around the time Mr M discovered the damage to his roof.

RSA’s surveyor’s report shows damage to both the outside (main roof, flat roof, canopy) and inside (mould on walls, staining) of Mr M’s home. I think it’s reasonable to think storm force winds might cause damage to roof tiles, and those damaged tiles might themselves cause further damage. I accept that the report wasn’t done until five months after Mr M reported the damage, however I think it suggests at least some of the damage might not be due to the storm.

So I’ve thought very carefully about our third question and whether the storm was the main cause of damage.

RSA’s surveyor’s report concluded the external damage was caused by “*natural breakdown of materials*”, and the internal damage due to “*rainwater ingress over a period of time*”. His voice notes added further detail, for example:

- The internal damage was due to “*water ingress over a period of time due to lack of maintenance externally*”.
- The main roof was over 100 years old and was coming to the end of its lifespan.
- There was evidence of “*nail fatigue, missing/dislodged slates, temporary repairs, no mortar in the ridge itself, pointing around chimney required.*”
- There was standing water on the flat roof.
- The “*very brittle polycarbonate roof... does not look in serviceable condition prior to loss.*”

I’m satisfied that these findings are supported by the surveyor’s photos, which show:

- Dozens of slates from the main roof either broken, displaced, or dislodged.
- Sections of the fibreglass flat roof either broken or missing.
- The flat roof showing significant signs of wear.
- Damage to the brickwork and mortar, including the chimney.
- Significant water damage to interior walls, including water-stained wallpaper.
- Plaster cracked and missing.
- Damp readings showing significant dampness.

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<sup>1</sup> Storm Henk hit the UK on 2 January 2024 but winds only reached 32mph where Mr M lives.

- Mould and other water damage.

In my opinion, the surveyor's conclusion that the damage is primarily due to wear and tear – not the storm – is reasonable, supported by his report, and consistent with some of what Mr M told us. For example, he said he had the fibreglass roof installed 15 years ago. The typical lifespan of such a design is 15-20 years, so I think RSA's surveyor's conclusion that this wasn't "*in serviceable condition*" before the claim is reasonable.

Mr M has provided three reports from his own builders:

- 19 February. This said the damage was caused by "*heavy winds*" lifting roof slates and damaging the main roof, fibreglass flat roof, and canopy. It estimated £6,000 for repairs. RSA's internal notes show it had received this report by 29 February.
- 30 September. Noted similar damage as above, as well as the temporary repairs. Recommended "*professional work*" to repair the damage and failed repairs, and concluded: "*All damage outlined above is what would be expected as a result of heavy storm damage and gales.*"
- An undated, handwritten note attached to a business card with an illegible signature. It describes the damage in very general terms but doesn't quote the cost of repairs. I have serious doubts about whether it is authentic.

Mr M also told us he spent around £500 three years ago to have the lead valleys checked, and had the ridge tiles checked two years ago. He couldn't provide evidence for this and I don't agree with him that he has provided adequate proof that the roof was in good condition before the December 2023 storms.

I don't think RSA handled the claim particularly well. The policy terms say RSA will send a loss assessor to assess damage within two days. It didn't instruct its surveyor until May 2024. I accept that it initially believed Mr M's contractors would provide photos and a cause of damage report, however I think it should have been evident to RSA by the end of February at the latest that it needed to send its own expert to assess the damage. I accept that part of this delay was because Mr M was out of the country, but I think it should have sent someone to inspect the damage much sooner.

However, that doesn't affect my decision about the damage. RSA's report – including photos and voice notes – show the damage was most likely due to gradual damage and a lack of maintenance. Mr M's expert evidence doesn't persuade me that RSA's conclusions were wrong. This means I don't think the December storms were the main cause of the damage to Mr M's home.

As RSA said, Mr M's policy booklet doesn't cover "*loss or damage arising from gradual causes, wear and tear...*" ('*General Exceptions that apply to the whole policy*', page 52). I think that's reasonable. Most buildings insurance policies cover unforeseeable events, not maintenance or general upkeep.

For these reasons, I find that RSA's decision to decline the claim was reasonable.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 March 2025.

Simon Begley  
**Ombudsman**