

The complaint

Mr I complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim he made for storm damage.

What happened

In January 2024, Mr I’s tenant informed him that they’d discovered a hole in the ceiling of their home and it seemed as though some rainwater was seeping through it because the area around it was damp.

Mr I contacted his insurer, RSA, and was asked to provide two quotes for repairs to the roof, which he did. The cheaper quote was £1,200 just to repair the roof, not the damage to the plasterboard which Mr I thought he’d do himself. The roof was then repaired, but RSA declined the claim on the basis that the damage had been caused by wear and tear – and not by the storm.

Mr I made a complaint about both the decision and the time it took RSA to deal with the claim. In its response, RSA said that its surveyor had determined that the damage wasn’t due to the storm but due to a gradual breakdown in materials. It also said it didn’t think there had been an unreasonable delay in handling the claim.

Because Mr I didn’t accept RSA’s response, he referred his complaint to this service. Our Investigator considered it, and thought it should be partially upheld. The Investigator recommended RSA pay Mr I £100 in compensation for the avoidable delay in handling the claim, although it was not recommended that RSA should reconsider the claim, because the Investigator didn’t think the damage was consistent with the damage a storm usually causes.

RSA accepted our Investigator’s recommendations, but Mr I didn’t. He said the argument that the damage was caused by wear and tear was disingenuous and that RSA had said themselves that the roof was in good condition.

Because Mr I didn’t accept what our Investigator had said, the complaint has now come 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.

As this is an informal service I’m not going to respond here to every point or piece of evidence Mr I and RSA have provided. Instead, I’ve focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I’ve considered everything submitted. And having done so, I’m partially upholding this complaint. I’ll explain why.

When our service looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur 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 or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'. So I've considered the questions in turn.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the time the damage was reported to have occurred in the vicinity of the insured property. And although RSA initially says there wasn't, I'm persuaded that there was a storm around that date. Mr I's policy doesn't define a storm, so I've applied our usual approach to storm complaints and considered a storm to involve violent winds, usually accompanied by rain, hail or snow. And because there were relatively high wind speeds recorded near the insured property, as well as some rainfall, this satisfies me that there were storm conditions present around the time the damage was reported.

However, it's important to note that I've found the wind speeds to have been on the lower end of the scale, which means that although they meet the criteria of a storm, they would just about have been high enough to cause minor damage to some roof slates for example. I've considered this further in the next question.

Do I agree that the damage claimed for is consistent with damage that a storm typically causes?

Having considered all the evidence, I can't fairly conclude that the damage claimed for is the type of damage a storm of this severity would usually cause. Whilst it's true that high winds of the force that were present at the time and the accompanying rainfall could cause roof slates to fall and break, the claim that's been presented, as I can see from the repair quote provided, is for the *removal* of two ridge tiles and the rows of tiles near the ridge, as well as replacement of the felt and batten – which the quote says were damaged in the storm. But there's no actual evidence of external damage caused by the storm.

Although the quote mentions damage to the tiles, I haven't got any persuasive independent evidence that the ridge tiles were displaced or damaged due to the storm conditions. I think it's likely the quote was prepared on the basis of what the contractor was told, rather than after a proper assessment of the damage. There are no photographs, for example, showing that the ridge tiles had been displaced. And the photos taken just after the damage was reported, but before the repairs were carried out, show all the ridge tiles in place, as well as all the roof slates. The felt underneath was damaged, but this indicates that there was an ongoing gradual issue with deterioration of the material, rather than anything caused by one storm. So I'm not satisfied that the damage claimed for is consistent with the type of damage usually caused by the wind speeds that were recorded.

And due to the position of the ridge tiles, and the wind speeds around the time, I find it unlikely on the balance of probabilities that the damage that's being claimed for would've all happened as a result of the storm. As I've said, if ridge tiles had fallen or been displaced in the storm, I'd have expected to see evidence of this. But instead, the evidence points to a more longstanding issue. I'll explain further.

The quote provided mentions damage to the felt underneath the tiles. And the surveyor's report also mentions rainwater ingress over a period of time. I can see from the photos that the felt underneath was damaged and there is a visible hole, but in order for this to have

been caused by a one-off storm event, I'd expect to see where the ridge tile or roof tiles were also damaged in order to allow rainwater ingress into the property following one storm incident. And I've read the surveyor's comments, which persuade me that storm damage would typically result in more sudden damage to, or movement of, the external roof materials.

So I'm satisfied, based on the evidence provided, that the damage in this case was more likely to have been caused by a gradual deterioration of the felt over time, rather than by the storm event.

It follows therefore that as I'm unable to answer 'yes' to the second question, I don't consider RSA has acted unfairly by declining the claim.

However, I do consider that the service provided to Mr I could've been better. RSA caused a delay in reviewing the weather reports, in instructing the surveyor and in providing updates to Mr I. I can see that Mr I had to chase for progress updates and this caused distress and inconvenience for which he should be compensated. Given the delay of a few weeks, which I think was avoidable, and the impact this would've had on Mr I, I consider £100 compensation to be fair and reasonable in the circumstances.

Putting things right

Royal & Sun Alliance Insurance Limited should pay Mr I £100 compensation for distress and inconvenience.

My final decision

My final decision is that I uphold this complaint and I direct Royal & Sun Alliance Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 18 January 2025.

Ifrah Malik
Ombudsman