

## **The complaint**

Mrs R complains that Royal & Sun Alliance Insurance Limited ("RSA") declined a claim she made on her home insurance policy following a storm.

RSA are the underwriters of this policy, i.e. the insurer. Part of this complaint concerns the actions of the agent. Since RSA accept it is accountable for the actions of the agent, in my decision, any reference to RSA includes the agent.

The complaint is brought by a representative acting on behalf of Mrs R but, for ease, I'll refer to Mrs R throughout my decision.

## **What happened**

Mrs R has a buildings insurance policy with RSA. Mrs R's house is built into the side of a hill. She says this makes it difficult to see if the property has sustained any damage – especially to the roof area.

Mrs R noticed an ingress of water in her home in July 2023. There was heavy rain in the days before but this was the first time she noticed any damage to her roof.

Mrs R reported the matter to her insurer and contacted local contractors to inspect the damage. One of the contractors confirmed the roof had sustained storm damage from earlier on in the year. The contractor carried out the necessary repairs.

Mrs R made a claim on her policy. RSA declined the claim and said it thought the damage to the roof was caused by wear and tear rather than a storm. Mrs R didn't agree; she says there were storm force winds in January 2023 and February 2023, together with heavy rainfall. Mrs R also says she had her roof repaired in April 2022 following a storm. At that time the roof was checked over, repaired, and was left in good order. Mrs R wasn't happy RSA declined the claim. She says she borrowed money to carry out the repairs and wants RSA to settle her claim in full. So she complained.

RSA said there were no weather conditions to validate the date of loss and it declined the claim due to wear and tear. It said the invoice provided by Mrs R refers to plastic on the roof which indicates faulty installation. RSA said since there were no confirmed storm conditions the claim was declined.

Mrs R didn't agree so she referred her complaint to this service. One of our investigators looked into things for her. He said he thought RSA had acted fairly. He said he'd looked at the terms and conditions which confirmed cover for loss or damage caused by a storm but the weather reports didn't show any storm conditions around the time the damage was reported. He said since there was no storm at the time RSA were reasonable to decline the claim for storm damage.

Mrs R didn't agree. She said the damage was noticed in July 2023 but the ingress of water wasn't the peril. The roof was in a good state of repairs as she had it repaired following previous storm damage in January 2022; repairs were completed in April 2022. Mrs R says

there were high winds in January 2023 and February 2023 and either of those storms could have caused the damage to the roof. There was also significant rainfall in the days leading to the ceiling collapse. Because Mrs R didn't agree the complaint has been referred 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.

I can see this matter and its consequences have had a significant impact on Mrs R. I've no doubt Mrs R has done all she can to try and prove the claim and has acted in good faith when reporting the matter to her insurer. I can understand why she thought her claim would be covered by the terms of the policy and so when the claim was declined, I think this would have both shocked and upset her.

I am sorry Mrs R finds herself in the situation she is in. I understand it must be worrying for her. However, having considered the evidence carefully, I haven't upheld the complaint, and I'll explain why.

My role here is to decide whether RSA handled Miss R's insurance claim in line with the policy terms and conditions, and whether it handled the claim fairly in the circumstances.

The relevant industry rules require insurers to handle claims promptly and fairly, and they shouldn't reasonably reject a claim. In order for there to be a valid claim under an insurance policy, the damage must have occurred as a result of an insured peril. These perils, or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these 'perils', then there can be no valid claim from the start.

Having reviewed the information provided I'm satisfied there were periods of heavy winds in the location of Mrs R's house in January 2023 and February 2023. But to uphold Mrs R's complaint I'd need to be persuaded the winds were 55mph for the purposes of this claim, and that it was the main cause of the damage to Mrs R's roof. And having reviewed everything I don't think the conditions at the time meet the definition.

RSA say the damage to Mrs R's roof was due to wear and tear since there were no storm conditions at the time Mrs R reported the ceiling collapse.

Mrs R says she didn't notice any damage until she saw the issue with the kitchen ceiling. And I think that's in line with RSA's view that the damage was due to wear and tear. Mrs R says RSA should cover the cost of the work. For the claim to be accepted there needs to be an insured peril that was the major factor for the damage. But storm conditions weren't met around the time the ceiling collapsed. Wind speeds of 55mph and above were in January and February 2023. And just because there were storm conditions earlier in the year it doesn't automatically follow that there must be resultant damage. I haven't seen any independent evidence to confirm the storm caused any damage to the roof. So even if the internal damage became apparent as a result of poor weather, heavy rainfall in the days leading up to the ceiling collapse isn't covered by the policy. Only storm damage is, and there's no evidence of a storm around the time of the damage.

The crux of the matter is that RSA hasn't seen anything that shows the damage to Mrs R's home is as a result of the weather. Rather, the evidence shows it's more likely the water ingress had been ongoing for some time. Mrs R hasn't provided sufficient evidence to support her view the damage was caused by an event covered by the terms of her policy.

Mrs R says a local contractor confirmed the damage was caused by a storm but I haven't seen a report confirming the same. I've seen an invoice dated August 2023 that says, "*New breathable felt, new 2 x 1 batons, tile replacements – all old to be removed.*" The invoice also says, "*Damage – membrane damaged, saturated batons, slipped tiles due to wind and heavy rains. Was not metal on roof, was strip of plastic.*"

So, I think it's fair and reasonable for RSA to have declined the claim. Since the evidence shows saturated batons and damaged membrane – which is wear and tear and likely caused over a period of time. The tiles may have slipped due to the weather but a storm wasn't the main cause of the damage.

I know Mrs R will be disappointed with my decision. However I have looked at whether RSA has acted in line with the policy when dealing with Mrs R's claim. Having reviewed the terms and conditions I think it has.

I want to assure Mrs R I have read and considered everything she has sent us. But if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

### **My final decision**

For the reasons explained I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 4 February 2025.

Kiran Clair  
**Ombudsman**