

The complaint

Mr B and Mrs G are unhappy Royal & Sun Alliance Insurance Limited (RSA) have declined the claim they made under their home insurance policy.

As Mr B has been leading in this complaint, and for ease, I've referred to him throughout.

What happened

In January 2024 Mr B made a storm claim to RSA after noticing damage to his roof and water inside his property. RSA arranged for a surveyor to attend Mr B's property who noted the property had flat roof coverings and so RSA referred this to its underwriting team. Mr B was unhappy with the time this was taking and so raised a complaint to RSA. On 7 March 2024 RSA issued Mr B with a final response to his complaint. It said it was fair to require further information about the structure of Mr B's property, but acknowledged there had been delays. It paid Mr B £200 compensation.

This complaint is in relation to the events which followed.

At the end of April 2024 RSA declined Mr B's claim. Mr B didn't think this was reasonable and so raised a complaint. He was also unhappy he hadn't been told the claim decision during the initial visit by the surveyor and the time taken to provide a claim decision. He also felt the apprentice who visited his property didn't know what they were doing. Mr B has said he was told the claim could proceed and so had the roof replaced.

On 19 June 2024 RSA issued Mr B with another final response letter to his complaint. It said the tile which had slipped following the storm was fixed in place with adhesive and not with any nails/rivets. It said its experts had advised that fixing a slate with adhesive of any description was not a solution to a defective or slipped slate and over time the adhesive will break down and the slate would eventually fail. It said it couldn't agree the storm had caused the damage to Mr B's roof and instead it happened over a period of time due to the slate not being correctly fitted to the roof, and this was excluded under the terms of the policy.

RSA said Mr B had made a claim in 2019 in relation to internal water damage which had been caused by a lifted slate. It said the internal damage in 2024 was to the same room as 2019, and no repairs had been carried out to the lifted slate. It said the water entering Mr B's property was not a sudden and one-off incident and so was excluded under the terms of the policy. It said it wouldn't have been able to provide a claim decision during the first visit by its surveyor, and the apprentice was accompanied by a fully qualified surveyor, so hadn't impacted Mr B's claim. It acknowledged the claim decision took longer than it should have done to be communicated to Mr B and it had provided misleading information to him about his claim. It said it didn't think this misleading information had caused Mr B any financial loss as he had already had his roof replaced. But it paid £150 compensation as an apology for its errors. Mr B didn't think this was reasonable and so referred his complaint to this Service.

Our investigator looked into things. He said RSA's decline was fair as he wasn't persuaded the storm was the main cause of the damage to Mr B's property. He said he thought RSA had given misleading information, but didn't think this had caused Mr B a financial loss as he

had already had the roof replaced, knowing the claim wasn't yet accepted. He said he thought the £150 compensation that had been offered was reasonable in the circumstances.

Mr B didn't agree with our investigator. He said the storm was the main cause of the damage and every tile on his roof had been fitted in the exact same way. He said he had provided video evidence to demonstrate this was the case.

This didn't change the investigator's mind and so as Mr B didn't agree with our investigator, the complaint 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.

I want to acknowledge I've summarised Mr B's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr B and RSA I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. Some of the issues RSA addressed in its final response of 19 June 2024 appear to have fallen away. Therefore I've only considered the complaint points Mr B has specifically raised with this Service which have also been addressed by RSA in its final response of 19 June 2024.

Claim decline

The relevant rules and industry guidelines explain RSA shouldn't unreasonably reject a claim.

RSA have said the damage to Mr B's property was caused over a period of time due to a slate not being correctly fitted to the roof. It's said this type of damage is excluded by the terms of the policy.

I've therefore considered whether this was reasonable in the circumstances.

When considering whether a claim for storm damage should be successful, we consider the following:

- Was there a storm on or around the date the damage was said to have happened?
- Is the damage consistent with the damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid. RSA haven't disputed there were storm conditions on or around the date the damage was said to have happened, nor has it said the damage isn't consistent with the damage a storm typically causes. Therefore I've considered whether the storm conditions were the main cause of the damage.

RSA arranged for a surveyor to visit Mr B's property to assess the damage. The surveyor has provided a detailed report with photographs, and in their report has written:

'On inspection of the main roof, one of the slates has come loose however this is not consistent with the claim details. The tile has been stuck into the rest of the roof with some form of adhesive compound.'

RSA asked for some further clarity from the surveyor around why using an adhesive wouldn't be appropriate and the surveyor has said:

'Slates, either synthetic or natural, are specifically designed to be fixed either with riveting, and at each course with nails. Fixing with adhesive of any description is not the solution to a defective or slipped slate, it will raise the height of the section fixed and will be prone to water run off, penetrating edges. Wind will also have the potential to lift lower edges not sitting true to the flat roof line. Over time adhesive will break down, the slate will fail eventually.'

The surveyor has said he believes the damage wasn't caused by the storm, but rather due to the way the slate was fitted to Mr B's roof. As this was an opinion given by an expert in the field I find his comments persuasive and I think it was reasonable for RSA to rely on this when declining Mr B's claim.

Mr B has said the slates on his roof were all fitted in the exact same way. He has provided a video which he says shows this to be the case. The video is just under ten seconds, shot through a window and shows roofers removing tiles from Mr B's property. RSA have said it isn't persuaded the video shows the other slates were fitted to the roof in the same way as the tile which slipped. It has said in any event, the other slates were also fixed to the roof, which the slipped tile was not, which can be demonstrated by the fact it came away in one piece, cleanly and with the holes intact.

I've reviewed the video Mr B has provided, alongside the photographs of Mr B's property from 2019 and 2024, and I think the position RSA have taken is a reasonable one. Based on the photographs I think it's clear, regardless of whether they have also been fitted with adhesive, the other slates have also been fixed to the roof. But the tile which has slipped doesn't appear to have been. I'm not persuaded the video Mr B has provided shows the slates were all fitted in the same way, but in any event, even if every slate was only fitted to the roof with adhesive, it wouldn't negate the surveyor's opinion that this isn't an appropriate way to fix slates to a roof. While Mr B has put forward a video, he's not provided any expert testimony or commentary that supports his position.

The evidence available suggests the storm conditions weren't the main cause of the damage to Mr B's property, rather it was caused over a period of time, due to the way the slate was fitted to the roof. The terms of Mr B's policy specifically excludes damage that occurs over time, or caused by poor or faulty design or workmanship. And so I'm satisfied it was reasonable for RSA to decline Mr B's claim.

Claim handling

RSA have acknowledged the claim decision took longer than it should have done to be communicated to Mr B and it provided misleading information. It has paid £150 compensation to acknowledge the distress and inconvenience this caused. Therefore I've considered whether this is reasonable to acknowledge the impact caused to Mr B as a result of RSA's errors.

On 16 March 2024 RSA emailed Mr B to say its underwriting department had confirmed to proceed with the claim. Mr B had already had his roof repaired at this stage, but he was under the impression this meant he would receive reimbursement for the repairs he had carried out. I think RSA could have made it clearer that whilst it was proceeding with the

claim, a claim decision hadn't yet been reached. Whilst Mr B wasn't caused any financial loss due to the unclear information, he was caused some distress when his claim was later declined due to mismanagement of expectations.

Once RSA's underwriters had confirmed the claim could proceed, it failed to pass this across to its agents dealing with the claim until a month later. This meant Mr B had to wait a month longer than he should have done to receive the outcome on his claim, and he has said he spent time chasing the decision during this period. I think Mr B has been caused unnecessary distress and inconvenience due to the delay here.

Mr B has said he paid to have the slipped tile removed as he was concerned it could fall and cause further damage to his property, and this hasn't been refunded to him. I'm satisfied when Mr B took this action he was aware his claim hadn't been accepted and so took this action at his own risk. And in any event, regardless of whether his claim was accepted or not, I think he would have always taken this action in order to prevent further damage to his property.

Mr B has also said he decided to get the entire roof replaced following a comment by the surveyor that they would get the whole roof replaced. I'm satisfied Mr B was aware his claim hadn't been accepted at the point the surveyor would have said this to him, and so any decision he made to replace the roof entirely was done at his own risk, and without any suggestion RSA would be reimbursing him for this. And I've been given nothing to suggest the comment made by the surveyor was an instruction beyond their opinion – which Mr B would've been entitled to not follow.

Overall I think Mr B has been caused some distress and inconvenience due to the way his claim has been handled and I think it's right he is compensated for this. However I think the £150 compensation RSA has offered is reasonable to acknowledge the impact caused by the unclear information it provided, and the avoidable delay in communicating the claim decision to Mr B. This is in line with what I would have expected RSA to have offered in the circumstances.

My final decision

For the reasons I've outlined above, I don't uphold Mr B and Mrs G's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs G to accept or reject my decision before 19 March 2025.

Andrew Clarke
Ombudsman