

The complaint

Ms M and Mr R complain about Royal & Sun Alliance Insurance Limited's ("RSA") decision to decline their claim for damage due to a storm, under their home building's insurance policy.

I'll refer to Ms M in my decision for ease.

What happened

In October 2023 Ms M says that after the named storm Babet, she found rainwater pouring into her kitchen, dining room, and master bedroom. The rainwater was coming through the Dorma window, which had been damaged by the severity of the storm. She contacted RSA to make a claim. The business sent an assessor to look at the damage. Ms M says it was eventually agreed that the internal damage was covered but not the external damage.

RSA carried out some work to dry the property and test for asbestos. Ms M says it subsequently told her that it had agreed to cover the internal damage in error. Ms M didn't think this was fair and complained.

In its final complaint response RSA says that storm conditions weren't experienced at the risk address around the time of Ms M's loss. So, damage to the external part of her property wasn't caused by a storm. It says there's evidence of rainwater entering through the cladding on the Dorma roof over some time. This is excluded under its policy terms.

RSA says it mistakenly agreed to cover the internal damage under an 'accidental damage' cause. But it says gradual causes are also excluded from this cover. This meant there was no cover for Ms M's loss. RSA paid her £750 for the distress and inconvenience its error caused. It also says if the cracked plasterwork reported by Ms M was the result of its drying work – assuming this was unrelated to the claim damage - it will cover the cost of the repairs.

Ms M didn't think RSA had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. He agreed with RSA that the damage wasn't caused by a storm. He was more persuaded that the damage, internally and externally, had resulted from a gradual cause. As this is excluded from Ms M's policy cover, he didn't think RSA had treated her fairly when it declined to cover her claim.

Our investigator thought £750 was fair to acknowledge the distress and inconvenience caused by the mistake RSA made. And that its offer to consider the cracking issue was also fair.

Ms M didn't accept our investigator's findings. As an agreement wasn't reached 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.

Having done so I'm not upholding Ms M's complaint. I understand this has been an upsetting time and I'm sorry to disappoint her. But I'll explain what I think my decision is fair.

Ms M's claim was for storm damage. There are three questions we take into consideration when determining whether a storm was the cause of the damage claimed. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

Ms M's policy says a storm involves very strong winds powerful enough to cause structural damage, usually accompanied by torrential rainfall, hail, or heavy snow. It doesn't define the wind speeds or volume of rain that constitutes a storm. However, structural damage isn't typically associated with the winds speed or rainfall that was experienced prior to or around the time Ms M says the damage was noticed.

I've looked at the weather records from the date Ms M reported the loss on 20 October 2023, and the week preceding this. This shows wind speeds and rainfall were well below what our service would consider storm force.

Based on this information storm conditions weren't experienced at Ms M's address around the time of the loss. So, the answer to question one is no. This means the damage Ms M claimed for can't be considered under a storm cause.

I've read the surveyor's report from the inspection that occurred on 24 October 2023. The surveyor concludes that the damage was caused by a natural breakdown of materials. I've also listened to the audio report he provided. In this he states that there are no signs of storm damage to the roof or cladding. He says this relates to both the flat and the pitched roofs. The surveyor says the cladding has become rotten, as well as the supporting timbers to the front and side of the Dormer. This has allowed the ingress of rainwater causing the damage.

The builder Ms M used to carry out the initial repairs sent her an email dated 23 October 2023. This says water has penetrated the front dormer in several different locations. He says the only way to guarantee a waterproof solution is to remove the plastic cladding and the plywood that is "*extremely rotten*". The builder includes a quote for the repairs he proposes.

RSA's surveyor and Ms M's builder appear to agree that there has been an ongoing issue with rainwater penetrating the cladding, resulting in rotten timbers.

I've read Ms M's policy terms. The exclusions that apply to the whole policy include anything that happens gradually over a period of time. I think what the surveyor and builder have described is a gradual cause. So, question three is also 'no' because there's a gradual underlying cause from which the damage has resulted.

I've thought about whether it was fair for RSA to decline to cover the internal damage under an accidental damage cause. But I don't think it was. Ms M's policy terms define accidental damage as something that happens suddenly, is unexpected, visible, and wasn't caused on purpose.

I've listened to the call when Ms M first reported her claim on 20 October 2023. In this call she's asked when the damage was noticed. Ms M says, "*it was kind of like the beginning of the week*". The call was on a Friday. This indicates water damage was noticed around five days prior to this. The accidental damage section of Ms M's policy says cover isn't provided where this is caused by, "*gradual seepage of water into your home, such as rising damp or a rise in the water table*".

Gradual seepage of water into Ms M's home is effectively what RSA's surveyor and Ms M's builder describe as the underlying cause of the damage. There was a period of wet and windy weather around the time Ms M reported the damage. This wasn't storm force, but it has acted to highlight an underlying defect with the cladding and timbers beneath. Having considered this point carefully, I don't think the evidence supports the internal damage having happened suddenly. Rather this is the result of an ongoing issue and not something covered by Ms M's policy under an accidental damage cause.

I've thought about the impact RSA's actions had on Ms M and Mr R. They've suffered a loss of expectation. It was clearly upsetting for them to be told the internal damage wasn't going to be covered, after this was confirmed initially. To put this right, I think RSA should pay Ms M and Mr R compensation. But I think what it's already paid is fair. So, I won't ask it to pay more.

I note RSA agreed to investigate Ms M's concerns about the cracking that she says resulted from its drying work. I think what it offered was fair. If the cracks weren't pre-existing, not related to the water ingress, wouldn't be fixed as part of the required repairs, and can be shown to be the result of the drying works, then it agreed to make a settlement offer to repair the damage. RSA should arrange for this to be considered if it hasn't already. If Ms M isn't satisfied she can raise another complaint with the business.

In summary, although I'm sorry Ms M and Mr R's home has been damaged, I don't think RSA treated them unfairly when it relied on its policy terms to decline their claim. It made a mistake when initially agreeing to cover the internal damage. But it's done enough to put this right by paying them £750 compensation. So, I can't reasonably ask RSA to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M and Mr R to accept or reject my decision before 27 February 2025.

Mike Waldron
Ombudsman