

## **The complaint**

Mr G complains Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a storm damage claim under his home insurance policy.

References to RSA include its agents.

## **What happened**

Mr G held a home insurance policy which was underwritten by RSA.

Mr G contacted RSA in October 2023 to make a claim under the home emergency section of the policy. Later, in December 2023 he made a claim under the main buildings policy for storm damage. RSA declined it – as it said the weather data didn't support storm conditions had been met. But it agreed to cover damage to the internal part of the home under the accidental damage section of the policy.

Mr G complained to RSA about its decision to decline the repairs to the roof. He also said the temporary repair it had agreed to do under the home emergency section of the policy wasn't sufficient – and it had caused some damage to his neighbours' property.

Our Investigator considered the complaint but didn't recommend it be upheld. As the dispute remains unresolved, it has been referred to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Mr G is unhappy with how RSA responded to the home emergency claim he made after he first noticed the ingress of water entering his home. But this aspect of Mr G's complaint was previously considered by an Ombudsman who said he'd referred the complaint to this Service outside of our time limits. And therefore, it wasn't something our Service could consider. So as part of my decision, I'm unable to consider the actions of RSA as part of the home emergency claim he made. My Decision focuses on whether RSA acted fairly when dealing with the main buildings claim.

Mr G's policy provides cover for damage caused by a range of perils that might happen. These are specific one-off events that are listed within the policy, and they cover damage caused, for example, by storm or accidental damage. RSA considered the claim under both sections of the policy. I'll consider each in turn.

There are three conditions that need to be met before this Service would say a claim for storm damage should succeed. Those are:

- 1) Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- 2) Is the damage claimed for consistent with that we generally see as storm damage?
- 3) Was the storm the main cause of the damage?

If the answer to any of these questions is “no”, then it’s unlikely I’d expect a claim to succeed.

I find weather reports most persuasive when thinking about question one. They give an indication on the likely local weather conditions around the date of loss.

Mr G first notified RSA around the middle of October 2023, so that’s my starting point. And I’ve reviewed the weather reports as far back as 13 September 2023 to determine whether there were storm conditions present leading up to the date of loss. I find this is a reasonable period between Mr G noticing the damage, and whether the weather reports support a one-off storm event occurred.

I can’t see RSA’s policy defines what it means by a storm, other than *it will involve very strong winds powerful enough to cause structural damage to homes within its path. It’s usually accompanied by torrential rainfall, hail or heavy snow.*”

The maximum gusts from the weather station within 4 miles of Mr G’s property was 38 MPH. I don’t consider this supports storm conditions were present during this period. Rainfall from the station the same distance away of the property recorded 5.2mm of maximum hourly rainfall. I don’t consider this supports a storm was present over this period either. Therefore, it follows I find the answer to question one is “no”. So, I’m satisfied RSA fairly declined the claim for both the internal and external damage under the storm peril. And I don’t need to consider parts two or three of the above test.

Mr G’s policy also provides cover for accidental damage. RSA considered the claim for the internal damage under this section of the policy. And it agreed to cover the internal repairs. So I don’t need to consider this point further. But it declined to cover the damage to Mr G’s flat roof under this section on the basis the damage wasn’t the result of a sudden one-off. Mr G’s policy explains accidental damage is *“sudden, unexpected and visible damage which hasn’t been caused on purpose”*, So, the issue I need to decide here is whether the definition of accidental damage has been met?

Mr G says the damage to the flat roof is the result of falling ridge tiles and debris from the main roof caused by bad weather. And he’s provided a report from a roofing specialist to support his position. The roofer says *“it was found that debris from the ridge tiles was scattered across the flat roof... the flat roof themselves sustained visible damage from the impact of the falling debris.”* And Mr G has provided photos showing the damage to the flat roof.

The surveyor RSA appointed to inspect Mr G’s home also confirmed some indentation on the roof at the time of their visit. But they couldn’t confirm the cause. So, it seems, on balance, some of the debris that fell from Mr G’s main roof caused some damage to the flat roof. And I consider that to be a sudden event. However, the surveyor concluded the felt (covering the roof) had deteriorated overtime and that allowed water to enter the property. He said it was something that had happened gradually.

Having reviewed the photos both Mr G and RSA have provided I think they show multiple cracks around the roof and that the felt is worn. And there appears to be some erosion around the sides of the roof. Although I accept some debris may have fallen on to the roof, which has caused some additional damage, it seems more likely than not, the roof was already damaged and leaking, and in need of replacement before the debris fell on to it. So, I think the dominant cause of damage is the result of a natural breakdown of materials. And not something that happened suddenly like the policy requires. It follows, I don't think RSA acted unreasonably when it declined the claim. I've also seen no compelling evidence to show the damage to the main roof happened accidentally, so I don't think RSA need to do anything further in this regard.

#### Damage caused to Mr G's neighbouring property

Mr G made a separate complaint to RSA about some damage caused to his neighbour's property. This complaint was referred to our Service within the required time limits, so I am able to consider this as part of my decision. Mr G says the damage was the direct result of the way RSA handled the home emergency claim. However, as I'm unable to consider the way RSA handled that claim (for the reasons set out above) I can't make a finding on whether RSA caused any damage to the neighbour's property or the impact its actions had on Mr G. Instead, I can only consider whether RSA handled Mr G's complaint fairly and reasonably.

RSA acknowledged Mr G's concerns about the damage he said it had caused and explained to him that his neighbour needs to make a claim on their own insurance policy. And RSA will consider things further if the other insurer gets in touch with it. I think RSA's response is reasonable.

That's because RSA only has a contractual agreement with Mr G to provide indemnity in the event of a valid claim to cover damage to his property and contents. It's not liable, under this contract, to cover the costs of repairs to another property. That would be the responsibility of Mr G's neighbour's insurer, subject to the terms and conditions of that particular policy. So, I don't think RSA's response to Mr G's concerns is unreasonable. And therefore, I'm not asking it to take any further action.

#### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 10 March 2025.

Adam Travers  
**Ombudsman**