

The complaint

Mr A and Mrs A have complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under their home insurance policy.

As Mrs A mainly seemed to deal with the claim and complaint, for ease, I will normally only refer to her.

What happened

Mrs A contacted RSA to make a claim. After an initial delay, RSA and Mrs A discussed the claim. Mrs A said there was water staining on the utility room ceiling and that the guttering might be the cause. The call handler explained the excesses if the claim was covered under an escape of water or storm. RSA also explained it could appoint a surveyor or Mrs A could arrange her own quote. It was agreed that Mrs A would arrange a cause of damage report.

Mrs A provided RSA with a report that said the damage was due to a storm and that repairs would cost £2,200. RSA appointed a surveyor to assess the claim. The surveyor inspected the damage and declined it due to a natural breakdown in materials.

Mrs A complained and asked for the claim to be dealt with as an escape of water. When RSA responded to the complaint, it said weather reports didn't indicate a storm around the time of damage and the surveyor had found no evidence of storm damage. The surveyor had found a piece of felt secured to the roof tiles, which he thought was due to a previous leak. Although Mrs A wanted the claim to be dealt with as an escape of water, her contractor had confirmed rainwater was entering through the roof. At the start of the claim, the call handler hadn't said the claim would be covered and had explained more information would be required before the claim could be accepted. However, it offered £75 for a delay with registering the claim.

When Mrs A complained to this Service, our Investigator didn't uphold it. He said RSA hadn't confirmed it would accept the claim. It looked at whether there was storm damage, but didn't find evidence of this. The evidence from the surveyor and Mrs A's contractor also didn't indicate the cause was an escape of water. He said there wasn't evidence to show the damage was the result of an insured peril. He also said the £75 awarded for the delay was fair.

Mrs A didn't agree, including because she thought it should have been dealt with under the trace and access cover. Our Investigator looked at this and explained why this cover didn't apply to the claim.

As Mrs A didn't agree it was fair for RSA to decline the claim, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

I've looked at what happened at the start of the claim, including whether RSA said it would accept the claim. Mrs A first registered the claim with RSA. However, about a week later, Mrs A followed up with RSA because she hadn't heard anything. She spoke to a call handler and explained what had happened. Mrs A said there had been a leak in an outbuilding for a while, which she had tried to rectify. About a month before she made the claim, the leak had started to affect the utility room. She said it might be from the guttering or somewhere outside.

The call handler said she would look at what cover was available under the policy and would then look to appoint a surveyor to assess the cause of damage. She said it might be an escape of water or storm damage and explained the excess for each peril. She said the cause of damage needed to be assessed and asked if Mrs A wanted RSA to appoint a surveyor or to arrange this herself. Mrs A said she would arrange her own report. The call handler explained how to submit the report and that it would then assess cover. The call handler also explained that wear and tear, including to the guttering, wasn't covered by the policy, although it would still look at whether there was cover for the damage caused by it. Having listened to the phone call, I'm satisfied that RSA didn't say the claim was covered and explained the steps required for it to assess whether cover was available.

When Mrs A provided a cause of damage report, this said there was storm damage to the utility room roof. The report said the roof had slipped and fallen tiles had also damaged the roof membrane. The lead flashing had also come away. The report explained the required external and internal repairs and gave an estimate of £2,200 for the work. So, I've thought about this.

When we look at a storm claim complaint, there are three main issues we consider:

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 damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at weather reports around the time the damage was both found and reported to RSA, given these were at different times. The highest windspeed I could find over that several week period was 44mph, which wouldn't be considered storm strength. So, I don't think there were storm conditions around the time of the damage, which means the answer to the first question is no.

I've also looked at what Mrs A's contractor and the surveyor found. Both assessed the roof over the utility room and identified this to be the source of the damage. Mrs A's contractor said the roof damage was storm related, despite there being no storm around that time. RSA's surveyor assessed the cause to be a natural breakdown of materials. I think it was fair for RSA to rely on its surveyor's findings as the more likely cause of the damage to the roof. The policy said it didn't cover things that happened gradually. So, I don't think RSA needed to deal with the claim for the external damage.

However, Mrs A has said she didn't think it should have been dealt with as a storm claim. She has said it should have been considered as an escape of water. This is because she thought the leak was caused by the guttering. I'm aware that when Mrs A spoke to RSA, the

call handler said that if the leak was from the guttering it might consider the claim under the escape of water part of the policy. However, both Mrs A's contractor and RSA's surveyor assessed that the issue was with the roof itself. I don't think RSA needed to keep looking for an alternative source for the leak given two experts, one of whom was appointed by Mrs A, had identified the cause. If Mrs A thinks that assessment was wrong, this doesn't prevent her from providing RSA with evidence from another expert to show this. But, I think it was reasonable for RSA to decide the roof itself was the cause of the damage based on the information available to it.

This also meant the trace and access cover didn't apply. Trace and access was available to find the source of a water leak from a heating or water system. But, from what I've seen, there was no evidence to suggest the cause of damage hadn't been found. So, there was no need for trace and access.

I've also thought about the internal damage. Given there wasn't a storm, it couldn't be covered under that part of the policy. The only other cover that might have applied was accidental damage cover. However, Mrs A didn't have this cover. So, I think it's fair that RSA didn't deal with the internal damage.

I've also looked at the overall service provided. At the start of the claim, RSA didn't do anything to progress the claim. When it reviewed the claim, it acknowledged this and paid £75 compensation. I think that was fair to address the customer service issues.

So, having looked at what happened, I don't uphold this complaint or require RSA to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 11 March 2025.

Louise O'Sullivan
Ombudsman