

## **The complaint**

Ms M and Mr P complains that Royal & Sun Alliance Insurance Limited have unfairly declined their claim for storm damage to their property.

## **What happened**

Ms M and Mr P had a buildings insurance policy with RSA.

They noticed that there was an ingress of water in their daughter's bedroom and thought it was likely to be attributable to the storms at the end of 2023 and early 2024, but they couldn't point to a specific storm.

RSA sent a surveyor who said that the damage was as a result of wear and tear and penetrating damp from the chimney area rather than from a storm and the claim was declined.

Ms M and Mr P complained but RSA didn't uphold the complaint and so they brought their complaint to us.

One of our investigators has looked into Ms M and Mr P's complaint and she thought that RSA had **acted fairly declining the claim**.

Ms M and Mr P disagreed with our investigator's view, and so the case has come to me to review.

## **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.

In this case I have to consider whether RSA have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

Having considered all of the evidence carefully, I'm not upholding Ms M and Mr P's complaint and I'll explain why.

## **The claim decline.**

When our service looks at a storm claim, there are three questions to consider:

1. Were storm conditions present on or around the date the damage is said to have happened
2. Is the damage consistent with damage caused by a storm?
3. Were the storm conditions the main cause of the damage?

If the answer is yes to all three questions, then a claim will usually succeed.

So, I've firstly looked at whether storm conditions were present. Ms M and Mr P's policy booklet doesn't provide a definition of what weather conditions are severe enough to constitute a storm, and so where there is no definition we use a standard approach which says that a storm has to be violent winds of 47mph or over, usually accompanied by rain hail or snow.

RSA have restricted their consideration of whether there was a storm to the weather conditions on 29 January 2024 when the ingress of water was reported, but Ms M and Mr P have said that it happened in the weeks preceding that, so I've looked at the weather conditions over the period of late December and January

There were several storms during that period with wind speeds of up to 58mph, and so I agree with our investigator that there were storm conditions on or around the date of loss.

So, I've then gone on to consider whether there is evidence of damage which is consistent with the kind of damage caused by a storm, and whether the storm is the main cause of the damage.

I can see that RSA sent out a surveyor to assess the cause of the damage to the roof. The report includes many photographs of the roof and chimney which show its general condition. There is no evidence of any slipped or missing tiles, lifted felt or lead, or broken guttering. These are the kinds of damage that we would expect to see in a successful claim for storm damage.

The roof and leadwork appear to be intact but the photos show evidence of cracking in the flaunch on the chimney, missing and cracked pointing and an extensive patch of damp on the exterior wall to the side of the chimney. The surveyors voice notes record that he considers the cause to be water coming down the roof, hitting the chimney flashing and running down the wall which has caused the extensive patch of penetrating damp.

I appreciate that the roofers quote provided by Ms M and Mr P says that there is damage to the flaunch due to strong winds, but the photographs taken by the surveyor show that the flaunch is cracked and crumbling, but not dislodged, so it's less likely to be storm damage.

Having considered the surveyors report, the roofing quote, and the photographs, I am persuaded by the surveyors' findings that that this kind of damage is not consistent with a storm, and it's more indicative of a breakdown of materials because of age.

As the second question part of the storm test therefore isn't satisfied, I don't need to consider the third question.

However, for completeness, as I'm satisfied that the damage is caused by the natural breakdown of materials due to age, this would be an uninsurable risk under the policy exclusions, which say that:

*"Uninsurable risks - Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:*

- any damage that occurs over time as a result of normal use or ageing including fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration."*

Ms M and Mr P don't have any accidental damage cover on their policy and so I haven't considered whether the internal decorative damage would be covered by this.

## **Delays**

I understand that the surveyor told Ms M and Mr P on the day of his visit that the claim would be declined. However, the report wasn't provided until 3 April when they requested an update on their case.

I don't think this delay made any difference to the outcome of the claim, but I can see that it would have been frustrating for Ms M and Mr P.

RSA have offered £100 compensation for this delay and I think this is fair

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## **My final decision**

My decision is that I'm not upholding Ms M and Mr P's complaint about Royal & Sun Alliance Insurance Limited, and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M and Mr P to accept or reject my decision before 23 April 2025.

Joanne Ward  
**Ombudsman**