

The complaint

Mrs W is unhappy her claim for storm damage to her chimney has been declined by Royal & Sun Alliance Insurance Limited ("RSA") under her home insurance policy. Mrs W had representation for her complaint, but for ease and simplicity, I'll only refer to Mrs W.

What happened

Mrs W made a claim to RSA when a storm caused damage to her chimney. Mrs W said a satellite dish which was attached to the chimney was buffeted in the wind. She said this caused a couple of the bricks to be dislodged from the chimney. Some of them fell and damaged the external door below.

RSA appointed a surveyor to review and validate the claim. Based on the surveyor's report, RSA decided to decline the claim for the chimney. It said *"the mortar around the area of the dislodged bricks shows signs of significant deterioration. While there is no disagreement around the presence of storm conditions at the time of the incident, I cannot agree that the storm was the effective cause of the damage"*. RSA said it would be happy to re-review the claim if contrary evidence is provided by an independent expert.

Whilst Mrs W didn't commission her own independent expert to report on the damage, she maintains the high winds were the predominant cause. She's provided photographs of another part of her house which she says demonstrates the general condition of the mortar is in good condition. She said the condition of the mortar where the satellite dish was positioned was in similar condition up until the storm. She said the mortar would've worn at the same rate as the other parts of the house.

RSA has settled the claim for the damage to the external door, but Mrs W would like the claim settled for the damage to the chimney also.

Our investigator decided not to uphold the complaint. He thought RSA had fairly declined the claim based upon the surveyor's evidence and in line with the terms and conditions of the policy. Mrs W disagreed, so the case has been referred to an ombudsman.

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.

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

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold

the complaint.

Do I agree that storm conditions occurred?

RSA agreed there were storm conditions, so I'll move straight to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

I wouldn't expect well secured bricks to be dislodged from a chimney in a storm. I think it's more likely to expect the satellite dish to buckle / bend, or for it to be blown clean off from the brick structure.

Were the storm conditions the main cause of the damage?

RSA did consider whether it thought the storm was the main cause of damage, so for completeness I will review why the claim was declined.

I've reviewed the surveyor's report. It states *"on inspection of the chimney, two bricks have come out from the chimney and the damage is due to deteriorated mortar works. The damage is not consistent with the claim details"*.

I can see when the complaint was made RSA passed the decision to its technical team for further review. I think this is a reasonable course of action to check no mistakes with the decision had been made.

The comments from the technical team stated:

"It isn't disputed that the wind may have played a part in the damage. Insurance covers losses based on the proximate cause of the loss. The proximate cause is the active, efficient, and dominant cause of a loss. Proximate cause was defined in the case of Pawsey v Scottish Union and National [1908] as; The active and efficient cause which sets in motion a chain of events which brings about a result without the intervention of any force started and working actively from a new and independent source.

In this case, there were storm conditions, however there was also significantly deteriorated mortar on parts of the chimney, which is evidenced not only by the condition of the remaining bricks in the vicinity, but also by the fact that bricks were pulled from their place in the middle of the stack. Had the mortar provided the effective bond between the bricks this would not have happened, as confirmed by our expert surveyor.

Where two causes operate together, and one cause is one which is insured by the policy (storm) and the other excluded (wear & tear, gradual deterioration) then the claim fails. This is the position set out in common law (Wayne Tank and Pump Co v Employers Liability Assurance Corporation [1974].)"

I think RSA has been fair to decline the claim (for the chimney) based on the expert view of its surveyor and its in house technical team. It has been clearly articulated why the claim has been declined.

I've reviewed the photographs that have been provided by the surveyor, and his commentary is consistent with what I can see in the photographs. The mortar appears to have broken down, both in the area where the bricks have been dislodged and in other places on that side of the chimney.

The policy doesn't cover *"any damage which occurs over time as a result of normal use or ageing including fading, corrosion, rusting, decay or deterioration"*. As I think RSA has reasonably justified why the exclusion applies in this claim, I think it has been fair to decline it.

I appreciate Mrs W believes the mortar was in good condition and she has provided photographs of the brickwork on a different part of the house which is in good condition. She argues that the mortar would've deteriorated at the same rate on all parts of the house, implying the mortar was sound before the damage to the chimney occurred.

However, I'm not persuaded by this argument. I think the photographs provided by RSA of the actual damage are a more reliable source of the condition of the chimney. I think it would be possible for different parts of a building to deteriorate at different rates, e.g., due to wind / rain direction, level of exposure etc. Repairs to specific parts of the house could also provide plausible reasons for different conditions existing.

In summary, I think RSA has followed a fair approach and reached a reasonable decision based upon the information available. It's also said it would review any expert reports provided by Mrs W if she chose to have her own surveyor consider the damage. The cost of these reports would normally be refunded (by the insurer), if the report showed contrary evidence which is more persuasive and changes the outcome of the claim. I think this is a fair offer.

I've noted RSA did compensate Mrs W £500 for other issues related to the customer service elements of the claim. Whilst, this wasn't the focus of the escalation to our service, for completeness, I have briefly reviewed this. I think the compensation is fair for the issues that were raised, RSA has systematically explained and compensated Mrs W for each area of failure. I think this is a reasonable approach and the compensation is consistent with what our service would recommend.

My final decision

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W to accept or reject my decision before 12 March 2025.

Pete Averill
Ombudsman