

## **The complaint**

Mrs & Mr R complain about how Royal & Sun Alliance Insurance Limited (“RSA”) declined a claim for water damage under their home insurance policy. When I mention RSA I also mean its contractors and suppliers.

## **What happened**

Mrs & Mr R had a home insurance policy with RSA covering their home

In September 2024 they noticed some rainwater had leaked into their house. They contacted RSA and made a claim. They told RSA they weren’t sure where it was coming from, but thought it was coming in from an external wall or from a balcony.

RSA told them it would use a part of cover called Trace and Access to investigate the damage. It also said a surveyor would determine the course of the leak.

RSA sent out a surveyor. They examined the property and established that they thought it was from a period of heavy rain but they couldn’t determine where the water had entered the home. Because of this, they suspected there was wear and tear, and the heavy rainfall had leaked through the roof.

RSA said Mrs & Mr R would need to provide evidence of the source of the leak, and if they did then RSA would reconsider their claim. Mrs & Mr R weren’t happy with this, and they complained.

RSA sent another surveyor who confirmed that they thought the water ingress was due to the condition of parts of the roof.

RSA agreed to settle the claim for internal damage and made a cash in lieu payment for this to Mrs & Mr R. But it wouldn’t pay for the roof to be repaired.

As Mrs & Mr R weren’t happy, they brought their complaint to this service. They ask that RSA settles their claim. They point out that RSA’s surveyor made an inadequate survey and didn’t raise plastic covering the roof and that different parts of the roof had been fitted relatively recently, so they didn’t think the cause could have been wear and tear.

Our investigator thought RSA had acted in line with its policy wording in declining their claim.

Mrs & Mr R didn’t agree with the view. Because they didn’t agree, their complaint has been passed to me to make a 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’ll start by saying that, while I’ve read the whole file, I’ll not refer to it all here. This is in line with this service’s informal approach.

This is an evidence-based service. What this means is, it's Mrs & Mr R's responsibility to show evidence that a loss happened that's covered under the terms of their policy. Conversely, it's RSA's responsibility to show evidence an exclusion applies if it wants to reject a claim.

In this case, the nature of the cause of the loss is at the centre of Mrs & Mr R's claim and subsequent complaint.

When considering storm damage, we ask three questions:

1. Was there a storm on or around the date the damage occurred?
2. Is the damage typical of that caused by a storm?
3. Was the storm the main cause of the damage?

If the answer to all of these questions is "yes" then the claim is likely to succeed. But, if the answer to any of the above questions is "no", the claim for storm damage is unlikely to be covered.

It seems to me that the answers to questions one and two is 'yes'. RSA accepted the claim initially on the basis that there was a storm, and water ingress can be a common result of such a weather event.

But the answer to question three is at the crux of this complaint.

RSA has sent two surveyors who have reported on the cause. Those surveyors agree that the cause was likely not a storm. It's important I say the surveyors are experts and it's important I give their reports due weight. Having done so, I think their reports reasonably show that the damage wasn't due to storm, but was likely due to general deterioration, like wear and tear, which is excluded under the policy:

*"Upon inspection there is no damages related to the storm event and the claim would declined in full....*

*...The flat roof appears to be causing some of the ingress... The flash bands... would have become overwhelmed during heavy rain and the mastics to the le[a]d work of the render have perished in places. There is no storm damage to the flat roof, the roof is in good condition..."*

*"Minor faults were found on the roofs due to a natural breakdown of materials but there was no storm damage evident, therefore, the external element of the claim should be declined."*

I've said above that this is an evidence-based service. The reports on file show me that experts in the field have determined that the cause of the damage was not storm.

It's also important I say that RSA has said it will consider the claim if Mrs & Mr R provide proof about the cause of the damage – so the simple point here is Mrs & Mr R need to provide that evidence if they wish to proceed with that part of their claim.

I think the fair resolution is that, if they wish to, they can arrange for their own investigatory survey. If their survey determines that the damage should be covered under the policy, then this service's expectation is that the reasonable cost of the survey would be refunded by RSA.

There are several mentions in the file from Mrs & Mr R that the roof was fitted relatively recently, which is one of the main reasons why Mrs & Mr R don't think the cause could be wear and tear. They point out that RSA rejected their claim on the grounds of wear and tear, rather than a workmanship exclusion.

I take Mrs & Mr R's point here, but as things stand, I can't fairly consider this further as RSA's experts' opinions are opposed to Mrs & Mr R's, and they haven't supplied evidence. I don't agree this is RSA's responsibility to prove when it's already surveyed the situation twice.

When Mrs & Mr R made their claim, they were told by RSA that investigation would be carried out under a section of cover called Trace & Access. This is used by some insurers to investigate escape of water claims, which are internal leaks rather than damage caused by rainwater ingress. Mrs & Mr R were told this in error. I've listened to the call and I think it's fair I say it's explained that a surveyor will investigate the leak. I can see from the policy wording that Trace & Access only operates for leaks. I think the wording is clear. RSA's operative made a mistake in telling Mrs & Mr R about this section of cover, but I'm not persuaded it's impacted the direction of the claim.

In their approach to this service, Mrs & Mr R have talked about the quality of RSA's suppliers. It's not the role of this service to interfere with how a company operates. It's our role to examine whether a company has operated fairly, reasonably and in line with its policy wording. And in this case, I think RSA has.

I don't doubt that Mrs & Mr R have suffered distress and inconvenience during their claim. The scope of the damage means the financial impact on them could be substantial, but from the evidence I have, I can't fairly say RSA is responsible for the distress and inconvenience they've had.

In their approach to this service, Mrs & Mr R have also mentioned Consumer Duty and said they don't think RSA have complied with the rules contained within it. I've thought how Consumer Duty applies to their case, but I think RSA listened to their concerns about the way their claim was being handled and organised a second expert opinion in order to determine whether its rejection of the claim was fair. So, I'm not persuaded that RSA's actions here are in breach of or against its obligations under Consumer Duty.

I think RSA's actions in rejecting this part of their claim is fair, reasonable and in line with the policy terms, and I'm not upholding this complaint.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 29 April 2025.

Richard Sowden  
**Ombudsman**