

The complaint

Mr C complains that Royal & Sun Alliance Insurance Limited (“RSA”) has unfairly handled a claim made under his property owners policy.

Any reference to Mr C or RSA includes respective agents or representatives.

What happened

The background of this complaint is well known between parties, so I’ve summarised events.

Mr C has explained in late 2023 his chimney collapsed resulting in damage to his roof. He contacted RSA to make a claim under his property owner’s policy. RSA agreed to cover the damaged caused by the collapsing chimney. This included costs for the roof repair and scaffolding costs.

But RSA declined to cover the costs related to the collapsed chimney itself saying this didn’t amount to an insured peril under the policy. In considering this, it said it considered various perils under the policy, including storm damage.

Mr C challenged RSA’s choice to not define a storm within its policy, and while he recognised the chimney had not been in perfect condition, he believed it would still be standing but for the weather. And he argued two contractors who provided quotes advised damage has been caused by high winds.

In April 2024 RSA provided its final response letter. In summary it said:

- Weather conditions around the time of the chimney collapse didn’t amount to a storm – in line with the policy terms. It went on to say the brickwork and mortar of the chimney had deteriorated and crumbled which it considered to be wear and tear – which isn’t covered due to policy exclusions.
- The “*All other Damage*” peril under the policy was considered but this also had exclusions regarding to gradual deterioration and wear and tear – so this hadn’t changed its position as the chimney collapsed due to this.
- RSA had failed to respond to Mr C’s representative in a timely manner on a number of occasions. It apologised and awarded £100 in compensation.

The complaint was brought to this Service. One of our Investigators looked into what happened and didn’t uphold the complaint. He said:

- Windspeeds recorded at the time of the incident were 39mph - which weren’t enough to be considered a storm by this Service. And he had no concern about the policy not containing a definition for storm and explained this was not uncommon.
- The proximate cause of the chimney collapse appeared to be due to the condition of the chimney deteriorating over time and the weather had highlighted this.
- Overall, he was satisfied the £100 compensation awarded was fair, and there were

no other insured perils under the policy which would cover this damage.

Mr C disagreed, saying he had no further evidence to submit but said he wished for the matter to be considered by an Ombudsman.

So, the matter has been passed to me for an Ombudsman's 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.

Having done so, I'm not upholding this complaint. I'll explain why.

The issue in contention within this complaint concerns RSA's decision to decline cover for the chimney. This is the issue I've focused on, and my key question is to decide whether RSA has declined this part of the claim fairly and reasonably, and in line with the policy terms.

So, I've started with the policy terms. Mr C's policy covers him for various insured perils (called "covers" within his policy terms). The two most relevant listed perils here are "*Storm*" and "*All other Damage*" which I'll consider in turn.

Storm

As our Investigator has outlined, when considering whether a claim for storm damage should be successful, we will consider the following:

- Was there a storm on or around the date the damage is said to have happened?
- Is the damage consistent with damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is "yes" to each of these questions would I consider that this claim should be paid. So, my starting point is to consider whether a storm took place. RSA's policy doesn't define what a storm is, and in the absence of a definition our Service would generally say a storm consists of violent winds usually accompanied by heavy rain, hail or snow, in a single identifiable event.

Mr C has said there was a storm. So, I've considered weather records in his area around the time of the loss. These do not indicate wind speeds or rainfall were severe enough to be classed as a storm – with wind speeds reaching only 39mph.

Mr C had challenged RSA's position using comments from the builders who provided quotes. One of these referenced "*storm damage*", and another referenced "*high winds*". These two comments aren't enough to persuade me to overlook or place less weight on the weather records, so this hasn't changed my mind.

So, I don't think the weather at the time constitutes as a storm under the terms of the policy, and I'm satisfied the answer to this question is 'no'. This means I don't have to go on to consider the further questions I've mentioned above, and I'm persuaded RSA was correct to decline the claim under this part of the policy.

All other Damage

Mr C's policy also includes an "*All other Damage*" section which is broad by nature. This includes specific exclusions below it which RSA have sought to rely on. These say it won't cover damage "...to any Property caused by...*inherent vice, latent defect, gradual deterioration, wear and tear.*"

So, I have to think about the proximate cause of the chimney collapse. And if this collapsed due to gradual deterioration or wear and tear as RSA has said, then this peril won't cover the damage either. RSA has put forward photos of the chimney and commented that it was not in a good condition. Having seen these, I'm minded to agree. Mr C appears to have acknowledged this in his own comments.

Mr C has focused on the poor weather being the cause of the damage. But given the conditions don't amount to a storm and I would expect a chimney in a reasonable state of repair to be able to withstand wind and poor weather. In the absence of any evidence to the contrary regarding the condition of the chimney I'm satisfied RSA's conclusion about the most likely cause of the damage being deterioration or wear and tear over time is a fair one. And as a result, I'm satisfied this claim was fairly declined by RSA in line with the exclusion it has pointed to.

Compensation

RSA has awarded £100 to Mr C for delays in engaging with his representatives. Given I'm satisfied RSA has reached a fair outcome on the claim in this case, and the faults it has acknowledged concern an impact to Mr C's representatives rather than himself, I'm satisfied the impact of these delays to Mr C directly were limited. So, I'm not asking RSA to do anything further.

My final decision

For the above reasons, I'm not upholding this complaint.

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

Jack Baldry
Ombudsman