

The complaint

Mr S and Mrs S complain that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined their claim for storm damage under their home buildings insurance policy and failed to carry out repairs under the home emergency aspect of their cover.

I'll refer to Mr S for ease.

What happened

Mr S contacted RSA to report a leak through his kitchen ceiling due to a damaged flat roof. He says it took three days for it to act. The contractor cut a hole in the ceiling where the leak was. But Mr S says he carried out no repairs to the roof and didn't reinstate the damage to the ceiling.

Mr S says RSA arranged for another inspection. Following this it told him his claim for the flat roof had been declined. Mr S didn't think this was fair and described a number of storms that had likely caused the roof to become damaged. RSA didn't change its position, so he complained.

In its final complaint response RSA says its home emergency engineer made Mr S's ceiling safe by cutting a section out to prevent it collapsing. It says its cover doesn't extend to reinstatement work.

RSA told Mr S that it found no evidence of storm conditions. This included in the two weeks leading up to the loss being reported. It refers to its engineer's report that shows the flat roof was in a poor state of repair. RSA says its policy excludes damage due to gradual deterioration. So, it wouldn't pay for the repairs.

Mr S didn't think RSA had treated him fairly and he referred the matter to our service. Our investigator didn't uphold his complaint. She accepted the condition of the roof prevented a temporary repair being possible under Mr S's home emergency cover. She thought the removal of the damaged section of ceiling was appropriate to avoid injury if it collapsed.

Our investigator found evidence of a rainstorm around a month prior to the reported loss. But was persuaded by RSA's inspection report that the roof had been in a poor condition prior to this. As this was the underlying cause of the damage, she says there's no cover under Mr S's policy terms. Our investigator thought RSA responded quickly once Mr S notified it of his emergency.

Mr S didn't accept our investigator's findings and so his complaint has been passed to me to decide.

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 Mr S's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

home emergency

I've read Mr S's policy terms. The home emergency cover is detailed under section six. It says this covers emergency work where Mr S's home is unsafe or insecure. RSA will pay for temporary repairs by instructing an approved tradesperson. It says in the event of roof damage it will arrange temporary repairs to make the roof watertight and prevent further damage. I've thought carefully about whether RSA treated Mr S fairly when considering the policy terms and conditions.

The contractor RSA assigned to deal with Mr S's emergency provided its site notes. This says the leak is coming in through the flat roof. The felt is completely worn and extremely thin. It says the felt has sunk in multiple areas and the lead on the roof edges is extremely old and worn. The contractor describes that the lead is starting to crack and split and needs replacing. He recommends that the entire roof is replaced apart from the timbers. The contractor says the damage is the result of wear and tear and that no temporary repair is possible. He states that the roof is beyond repair.

I've looked at the photos of Mr S's kitchen ceiling prior to the affected section being cut out. Water is clearly leaking through, causing staining, and bowing of the ceiling. Once the worst affected section was cut out, another photo shows how water has collected in the void between the ceiling and the flat roof. Given the risk that a section of the ceiling could collapse, I think it's reasonable that RSA's engineer removed it to avoid potential injury to Mr S and his family.

The photos of the flat roof support what RSA's contractor reported. The felt looks worn and old. There are sections of lead that are cracked. The roof covering also appears uneven with dips apparent in several areas. I'm not an expert in this field so I must rely on the opinion of those that are. In this case RSA's engineer explains that a temporary repair wasn't possible due to the deteriorated state of the roof. Based on the evidence I've seen I've no reason to doubt this. Mr S's policy provides for a temporary repair. But this wasn't possible here.

I can't see that RSA's terms provide a response time for a home emergency. Mr S reported the issue on 1 June 2024. The first contractor visited him on 3 June. So, although I can understand that Mr S wanted this to happen sooner. I don't think the speed of RSA's response was unreasonable.

Having considered the evidence, I don't think RSA treated Mr S unfairly when responding to his home emergency.

flat roof/buildings cover

Mr S says his flat roof was damaged as a result of a series of storms. Our approach here is to consider three questions to determine whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

Mr S's policy describes a storm as involving very strong winds powerful enough to cause structural damage. And that this is usually accompanied by torrential rain.

RSA says there were no storm conditions experienced near Mr S's home either at the time of his loss or in the two weeks prior to this.

I've looked at the weather data from a station closest to Mr S's property. This shows there were no strong winds immediately prior to his loss, or in the month before this. However, I've also considered whether there had been torrential rainfall over this period. Rainfall at 10.6mm per hour was recorded on 2 May 2024. This does fall within the boundaries of what we would consider to be a rainstorm. Rain alone is unlikely to cause damage to a roof that is in good condition. But I think it's fair to Mr S to accept that there were storm conditions in the month leading up to his loss. So, I'll move on to consider the remaining questions.

I don't think the damage reported is consistent with that typically caused by a storm. I've read RSA's inspection report that was produced following a visit to Mr S's home on 13 June 2024. This attributes the damage to a general breakdown of materials. The report says there's no evidence of damage attributable to a single storm event. I can see from the photos included with the report that there are signs of previous repairs to the roof covering. The home emergency engineer reported similar findings with a deteriorated roof covering that needed replacing. So, I think the answer to question two is no.

If I was to consider Mr S's claim to meet the test required by the first two questions, it would still fail at the third. I'm persuaded by the inspection reports and photos I've seen that a storm wasn't the underlying cause of the damage. It's been shown that Mr S's flat roof was of some age, in a very deteriorated condition and in need of replacement. The underlying cause is due to wear and tear occurring gradually over time. This cause is specifically excluded from cover under Mr S's policy terms.

I'm sorry Mr S's roof required replacing. I can understand that this was a very distressing time for him and his family. I acknowledge what he says about his age and health conditions that made matters worse for him. But having considered the evidence I think RSA responded in a reasonable time frame. It's unfortunate that a temporary repair couldn't be implemented to prevent further leaking. But from what I've seen this wasn't possible. I haven't seen evidence to dissuade me of this.

Having considered all of this I don't think RSA treated Mr S unfairly when relying on its policy terms to decline his storm claim. Or for the action it took in response to his home emergency. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 17 April 2025.

Mike Waldron
Ombudsman