

The complaint

Mr R complains that Royal & Sun Alliance Insurance Limited (RSA) declined a claim made under his home insurance policy.

Where I've referred to RSA, this includes any action and communication by agents acting on their behalf.

What happened

Following bad weather, Mr R discovered water entering his home through the ceiling. The property factor for the wider building arranged repairs externally, and Mr R made a claim under his insurance policy with RSA for internal damage.

Following communication between RSA, Mr R and his broker (acting on Mr R's behalf), ultimately, RSA declined the claim. They said there weren't storm conditions, there was no storm damage externally, and in the absence of storm conditions, there was no cover for the internal damage under the accidental damage policy cover either.

As Mr R remained unhappy, he approached the Financial Ombudsman Service.

One of our investigators looked into things and initially upheld the complaint. She said there were storm winds, and the damage was therefore likely caused by the storm. So, she recommended RSA accept the claim and pay Mr R £100 compensation.

RSA responded and pointed out that the investigator had looked at weather data using the incorrect dates (a year later than when the claim actually was). The investigator revisited things and concluded the weather at the time didn't actually reach storm conditions. And in the absence of storm conditions, she didn't think RSA had unfairly declined the claim.

Mr R didn't agree and asked for a final decision from 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.

Having done so, whilst I appreciate it'll come as a disappointment to Mr R, I won't be directing RSA to do anything further. I'll explain why.

When we consider complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Mr R's policy doesn't define what RSA consider to be storm conditions. But I'd consider this to be windspeeds in excess of 47mph, often accompanied by very heavy rain.

Mr R made the claim at the start of January 2024 after he discovered water entering and damaging his property internally – which is what he is claiming for under his insurance policy with RSA.

I've checked weather records for the reported date of loss and immediately prior. Having done so, there weren't weather conditions which I would deem storm force at that time. I accept there was some wind and rain, but not to the level that I would consider storm conditions as it didn't reach these windspeeds. And the level of rainfall wasn't that which I would consider storm force either, and I wouldn't expect a roof to be damaged by rainfall unless it was particularly severe – which the weather records don't show it was.

I note Mr R's broker has said they had other claims in the wider area for storm damage, and they've provided links to news reports which talk about storms, again in the wider area. But I need to consider Mr R's claim and the weather records for his area. And I'm not persuaded a storm occurred as outlined above.

RSA also said that there was no external damage consistent with storm. Mr R (and his broker) disputes this.

As outlined, I'm not satisfied that there were storm conditions, so I can't reasonably conclude that there was damage caused by a storm either. But I should add that I have seen the invoice for repairs which were completed (arranged by the property factor), this outlines:

"Check over roof, repair damaged and missing slates and patch hole in lead gulley"

So, this doesn't say it was storm damage being repaired as Mr R and his broker argue. Instead, it outlines the repairs which were carried out. I've also seen the images taken at the time too. And whilst tiles *could* be displaced due to a storm, and problems with a lead gulley could arise due to a storm, this could also be due to other issues too, which bad, but not storm, weather then highlights. And whilst storm damage externally could then allow water to enter and cause damage (which is what Mr R is claiming for), other, external non-storm related issues with a roof could also allow water to enter too, which then becomes evident in bad, but not storm, weather.

But regardless of whether this is the type of damage a storm *could* cause, the fact remains that having looked at the weather conditions around the time of loss, I'm not satisfied a storm occurred. Therefore, I can't reasonably conclude storm related damage occurred either, or consequently a one-off storm was the dominant cause of water ingress and the damage being claimed for by Mr R.

Mr R does have wider cover under his policy for accidental damage. However, Mr R's claim is for the internal damage caused by the water ingress. The policy terms for accidental damage excludes:

"Damage by water entering your home other than by storm or flood,"

As I'm not satisfied a storm (or flood) occurred, then I don't think RSA has acted unfairly by not accepting the internal damage caused by water ingress under accidental damage either.

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 Mr R to accept or reject my decision before 2 April 2025.

Callum Milne
Ombudsman