

## The complaint

Mr O is unhappy with the decision by Royal & Sun Alliance Insurance Limited (RSA) following a claim for storm damage on his home insurance policy.

## What happened

Mr O held a home insurance policy with RSA which included cover for storm damage. The policy terms and conditions explained:

*Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.*

### **Section I – accidental damage**

*Exclusions:*

*Damage caused by:*

- *wear and tear, settlement, shrinkage, vermin, insects, fungus, weather conditions or anything that happens gradually*

Mr O has explained that in November 2023 he returned home to find rainwater had entered the kitchen, and caused extensive damage the kitchen ceiling, kitchen units and cooker. Mr O contacted his home emergency insurer to stop the leak. This wasn't successful so Mr O ended up paying for the cost of repairing the leak himself.

In March 2024 Mr O contacted RSA to claim for the damage caused to his roof and kitchen following the incident in November 2023. Mr O also arranged for repairs to be completed. RSA asked Mr O to send photos of the damage before repairs had been completed.

The photo provided by Mr O showed the kitchen ceiling collapsed from one corner, and several other large cracks. The kitchen roof insulation and cracked timber boards were hanging from the ceiling. Mr O was unable to provide any photos of the roof itself because of his limited mobility, and difficulty in accessing the roof to take photos. Mr O also sent two invoices showing the repairs completed on the roof and kitchen, for £4,200 and £3,365 respectively.

RSA considered the evidence sent by Mr O. RSA also noted that Mr O had previously attempted to claim for storm damage to the same area in the kitchen in November 2022. RSA reviewed the photos and surveyor comments from that time as part of its assessment of Mr O's existing claim.

RSA told Mr O that it wouldn't be covering his claim. RSA said it was unable to attribute the damage to a one-off event, and instead considered that the damage to the roof and kitchen had happened '*gradually over a period of time.*' Mr O was unhappy with this response and the handling of his claim, and so referred his complaint to this Service.

The investigator found that RSA had acted fairly in declining Mr O's claim as there wasn't enough evidence to support storm conditions being the main cause of damage. Mr O strongly disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for 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.

#### *Claim for storm damage*

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

**If the answer to any is no, it's likely the business has acted fairly.**

#### **1. Were there storm conditions on or around the date of claim?**

The policy terms don't define what constitutes storm conditions. RSA's investigation of Mr O's claim found that there no evidence of the weather meeting storm conditions.

I've considered the wind speeds recorded around the time of loss. And the maximum wind speed I have found evidence of is 48mph on 9 November and 19 November 2023. I also note there was 30.2mm of rainfall over a 24 hour period on 13 November.

I'm satisfied the weather conditions recorded around the date of loss reasonably suggests the weather was consistent with what we'd expect for storm conditions. So I've gone on to consider the whether the damage is consistent with storm damage.

#### **2. Is the damage consistent with storm damage?**

The highest windspeed recorded around the date of loss was 48mph. It's not conclusive whether windspeed of this force could cause the damage reported by Mr O to his roof and kitchen. But the primary point of dispute, and RSA's reasons for declining the claim, is whether the storm was the main cause of damage. So I've focused my findings on this point.

#### **3. Were the storm conditions the main cause of damage?**

Mr O says the damage to his roof and kitchen was caused by the storm conditions in November 2023 as the area where he lives was severely impacted. Mr O has explained how the call handler who he discussed his claim with him also lived in the same area, and agreed that weather conditions were poor around the date of loss.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

At the time of receiving Mr O's claim, Mr O had already completed repairs to both the roof and kitchen. Mr O explained that this was to prevent further damage from occurring. I'm persuaded it was reasonable for Mr O to continue with repairs at least to prevent further water from entering his property, resulting in more damage.

I recognise that Mr O thought he was discussing his claim with RSA when he first raised it in November 2023. But Mr O's initial claim was with another insurer- not RSA. That's because the initial claim was made under Mr O's home emergency policy. So RSA's involvement with the claim didn't happen until March 2024. I can appreciate what Mr O has explained about the poor handling of his claim from November 2023. But as RSA didn't get involved until March 2024, I've only considered its handling of the claim from the time it was notified about Mr O's loss, and intention to claim under his home insurance policy in March 2024.

I recognise what Mr O has said about RSA failing to send a surveyor to inspect the damage. But as repairs had already been completed, RSA's decision to instead determine Mr O's claim based on the other evidence available was reasonable, and in line with what we'd expect in the circumstances.

In respect of the roof damage, Mr O says the storm conditions caused damage to the roof, and this is supported by the comments from the contractor that completed repairs. I've seen that the invoice recorded *'Due to terrible weather conditions [Mr O's] Fibre Glass Roof become very brittle and worn down, the weather got through into the OBS timber boards and into the insulation and eventually damaging the kitchen ceiling and kitchen'*.

I accept that the contractor refers to the damage as being caused due *'to terrible weather conditions.'* But these comments in itself wouldn't be enough for RSA to be satisfied that the stormy conditions was the main cause of the damage to Mr O's roof. The contractor also records that the existing roof had *'become very brittle and worn down'*.

The policy terms explain that the policy would not cover *'damage which happens gradually over a period of time.'* I'm persuaded the contractor's comments reasonably indicate that the condition of the roof has suffered over time. In reaching this decision I've also considered the material of the roof, and what the contractor has explained about the fibre glass becoming *'brittle and worn down'*. I think it's more likely than not that this would've happened over time, as opposed to a one-off event such as stormy conditions.

In respect of damage to the kitchen, I've considered the photo of the collapsed ceiling. It's reasonable to think that water would've escaped from the large opening created by the collapsed ceiling, and entered the kitchen area and worktops. But I don't think the evidence supports the damage to the kitchen being caused by a one-off event. I've already explained that I'm more persuaded the damage to the roof was more likely caused by damage that had occurred over time.

The contractor commented that the water had entered the roof *'eventually damaging the kitchen ceiling and kitchen'*. I think the contractor's reference to the damage happening *'eventually'* supports RSA's reasons for declining the claim. The contractor's comments suggests the water ingress in the roof and ceiling also happened over a period of time, as it is recorded that the build-up of this *'eventually'* led to damage to the kitchen ceiling and kitchen itself.

I've also considered the images showing damage to Mr O's kitchen following his claim in November 2022 for the same area claimed for in 2024. It's evident that there was evidence of mould in the same place that Mr O's kitchen ceiling collapsed at the time of making this claim. Mr O was asked to provide evidence of any repairs carried out after attempting his claim in November 2022. But as this hasn't been provided, it doesn't appear any repairs were carried out between attempting a claim in November 2022, and the date of loss in November 2023.

On balance, the evidence I've seen is more consistent with existing damage being highlighted in November 2023, rather than stormy conditions being the cause of it. In reaching this decision I've considered the maximum wind speeds of 48mph from around the time of loss, the type of damage caused to the roof and kitchen, the claim attempted in 2022, and the contractor's comments following inspection of the roof after the date of loss in 2023.

This evidence, alongside our approach to complaints about storm damage, persuades me that RSA's decision to decline Mr O's claim is fair and reasonable. I don't think the evidence supports Mr O's view that storm conditions is the main cause of the damage being claimed for. So I won't be asking RSA to do anything in settlement of Mr O's claim.

#### *Accidental damage*

I have considered whether the damage to the roof and kitchen would be something covered by the accidental damage to buildings and contents section of Mr O's policy. But given what the policy explains about exclusions for '*anything that happens gradually*', for the reasons already explained, I can't say that the damage to the roof and kitchen is covered by the policy.

I appreciate that this will come as a great disappointment to Mr O. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. I can't say that RSA had acted unfairly or unreasonably in declining Mr O's claim. Because of this, I won't be asking RSA to do anything in settlement of this complaint.

#### **My final decision**

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 7 May 2025.

Neeta Karelia  
**Ombudsman**