

The complaint

Mr R complains about Royal & Sun Alliance Insurance Limited's decision to decline cover for part of the damage to his home, under a buildings insurance claim.

Royal & Sun Alliance Insurance Limited (RSA) has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of RSA's agents as being its own.

What happened

Mr R had a buildings insurance policy with RSA. In October 2023, he reported damage to his home by a storm.

RSA inspected the damage in November 2023. In March 2024, it declined all the damage to the home other than the tiles on the main roof. It said for the tiles on the main roof, it would provide cover on the condition Mr R made a second claim.

Mr R complained. He was unhappy RSA declined cover for all other damage he reported, including to a flat roof, external cladding, and internal water damage to some rooms. Mr R accepted damage to the barn (garage) was not covered. Mr R was unhappy it took RSA so long to reach its decision and the damage had gotten worse.

RSA issued a complaint response in April 2024. It maintained its decision to decline cover for the other damage, but it accepted Mr R called up to create a new claim for the roof tiles, which RSA said it would cover. RSA accepted there were delays in reaching its decision and it offered Mr R £250 compensation.

Mr R referred his complaint to the Financial Ombudsman Service. He said he was led to believe only the damage to the barn was being declined. He was unhappy with the delays and he wanted RSA to reverse its decision to decline cover for the other damage. Mr R also said the hinges and mechanisms on the windows of the house were bent by a storm, allowing water to enter the home.

The Investigator didn't uphold the complaint. They said RSA acted reasonably in declining cover for the damage other than the roof tiles. They didn't agree RSA led Mr R to believe all the damage would be covered and they said the £250 compensation RSA offered was fair compensation for the delay.

Mr R didn't agree. He said high intensity winds caused the damage and RSA agreed verbally to settle all the damage, other than the barn, where walls had been damaged. He said it was unfair for RSA to decline the claim so long after the surveyor's findings. He said the damage claimed for was caused by a storm.

I issued a provisional decision upholding the complaint in part and I said the following:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint."

Mr R has provided a lot of information in support of his complaint. I assure Mr R that I've

taken everything he's provided into account. But in this decision I've focused on what I think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

When I look at a storm claim complaint, there are three issues I consider.

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

Were there storm conditions?

In mid-October 2023, the weather records show windspeeds reached 49mph. The policy didn't define what it considered to be storm force winds. So, I think it's reasonable to say 49mph would be considered storm strength, although at the lower end, because this speed is strong enough to cause some property damage. So I accept that there was a storm at that time. This doesn't seem to be disputed by RSA.

Is the damage consistent with storm type damage?

Mr R made a claim for storm damage to windows, roofs, fascia and soffits, as well as water ingress into the property. This type of damage is consistent with storm damage, in the right conditions and with strong enough wind speeds. But it could also be a sign of pre-existing issues, which a storm then highlights.

I also don't consider windspeeds of around 49mph to be strong enough to blow down walls entirely, unless there was a pre-existing issue or weakness. RSA told Mr R damage to the barn was excluded and Mr R accepted this, so I've not considered this further.

Was the storm the main or dominant cause of the damage?

To find that RSA unfairly declined the rest of Mr R's storm damage claim, I'd need to be satisfied the storm in October 2023 was the main or dominant cause of the damage. But I'm not persuaded it was. I'll explain why.

RSA sent a surveyor to inspect the damage in November 2023, within a month of Mr R reporting the damage.

On the external cladding and the internal room damage, the surveyor concluded there was no damage caused by storm, and the damage to the cladding was a result of a natural breakdown of materials. I've reviewed the pictures accompanying the surveyor's report, and I'm not satisfied there's evidence to show storm damage. And given the recorded windspeeds at the time, I think it was more likely than not that the storm highlighted pre-existing issues with the cladding.

Mr R said window hinges and mechanisms were bent by storm winds, resulting in ingress, but I've not seen any expert report to support this. Mr R provided images of the windows and internal damage, but I'm not persuaded these demonstrate damage was caused by a storm.

The surveyor also inspected the flat roof at the property and found no storm damage. They concluded any ingress through the roof was caused by wear and tear. I've reviewed the pictures we've been given, and I'm not satisfied they demonstrate damage to this roof

caused by storm, so overall, I'm persuaded by the surveyor's findings on this area too.

I understand part of the claim was for damage caused by water ingress into the home. Because I'm not satisfied there was evidence of storm damage to the property that led to the ingress, I don't consider it was unfair for RSA to decline cover under the claim for storm damage.

In certain circumstances, internal damage may be covered under accidental damage cover. But accidental damage is an optional cover and Mr R didn't take this out. So I've not considered this aspect further under this decision

Main roof tiles

When Mr R first notified RSA of the damage in October 2023, he also notified it of slates being blown off the roof of the home.

RSA accepted this damage was caused by storm, but in March 2024, it told Mr R he'd need to register a second claim before it would provide cover for this.

Given that Mr R notified RSA of this damage when he first made the claim, it was for damage caused around the same time, and claimed for under the same policy, I don't consider it was fair for RSA to insist Mr R register a second claim.

And despite accepting in its final response in April 2024 that Mr R did call up to register a new claim, I can't see that RSA progressed this further. So, overall, I think RSA acted unfairly in not progressing the claim for the main roof tiles.

RSA's notes from November 2023 show its surveyor calculated the cost to repair this damage to be £2,460. So this is what I think it should pay Mr R. And because Mr R was unfairly without this amount, I think RSA should add interest to this, from the date of its surveyor's report on 6 November 2023.

Delays and poor service

Mr R notified RSA of the damage in October 2023, and it took till March 2024 for RSA to issue its claim decision. RSA accepts there was a significant delay in its handling of the claim, and having reviewed the information, I'm persuaded this was the case. I think this would've caused Mr R avoidable distress and inconvenience, but I think the £250 compensation RSA offered is fair in the circumstances. So this is what I will direct RSA to pay.

Mr R said the damage got worse as a result of the delay. But I've not seen sufficient evidence to persuade me there was substantial additional damage as a result of the delay, requiring significant additional work, beyond what would have been required following the damage in October 2023.

Mr R also said he was led to believe RSA would cover all the damage apart from the damage to the barn. But I've not seen evidence to persuade me RSA said it would cover the other damage.

Its report of November 2023 says a claim decision was not delivered. And in line with what I'd usually expect in the circumstances, the surveyor did calculate estimated costs to repair the damage Mr R claimed for, while RSA reviewed cover under the policy terms. So I don't think RSA acted unfairly in calculating estimates for the damage claimed for."

RSA didn't respond to my provisional decision. Mr R said the water ingress causing internal damage was due to storm damaged window hinges. He said severe winds bent the window hinges and affected the mechanism, allowing water ingress during heavy rain. He confirmed that the repairs of the internal damage remain a substantial element of the overall claim.

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've considered Mr R's response to my provisional decision, but I've come to the same conclusion as before. I'd explained in my provisional decision that weather records at the time of the loss showed windspeeds that reached 49mph. I consider this to be at the lower end of what would be sufficient windspeeds to be classed as storm. And I don't consider windspeeds of around 49mph to be strong enough to cause damage to the windows in the way Mr R has described, without there being a pre-existing issue or weakness. I did review the images Mr R provided, but I explained in my provisional decision I wasn't persuaded this showed damage was caused by a storm.

Because RSA hasn't provided any further information, and for the reasons outlined above, I see no reason to reach a different conclusion to the one I reached in my provisional decision.

My final decision

My final decision is that I partially uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to:

- Pay Mr R £2,460 for the damage to the main roof tiles.
- Add interest to the above at the rate of 8% simple per year, from 6 November 2023 to the date of settlement.
- Pay Mr R £250 compensation, if it hasn't done so already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 April 2025.

Monjur Alam
Ombudsman