

The complaint

Mr and Mrs M have complained that their home insurer, Royal & Sun Alliance Insurance Limited (RSA), turned down a claim they made after their roof was torn off their house in a storm.

RSA is the underwriter of this policy i.e., the insurer. During the claim Mr and Mrs M also dealt with other businesses who act as RSA's agents. As RSA has accepted it is accountable for the actions of its agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

I issued a provisional decision on this complaint earlier this month. An extract from that decision follows:

"In December 2023 Mr and Mrs M made a claim on their buildings insurance after their flat roof was blown off by the wind and was hanging off the front of their house. They called the fire brigade who took it off and cut it up into smaller pieces.

RSA arranged for a surveyor to inspect the property, but one wasn't available until early January 2024. It said Mr and Mrs M didn't have home emergency cover, so it wasn't able to offer emergency assistance in the meantime. It also told them that it wouldn't be able to offer them alternative accommodation until it knew whether it would cover the claim but said it would reimburse them if they stayed in a hotel and the claim was ultimately covered. It also told Mr and Mrs M that it was their responsibility to minimise further damage in the meantime.

After the surveyor's report RSA asked Mr and Mrs M to obtain a quote for the roof repairs and said it would proceed as normal. It also offered them a disturbance allowance, a kitchen pod or alternative accommodation while internal repairs were carried out. It said one of its handlers would get in touch with them within 24-48 hours to discuss next steps.

RSA spoke to Mr and Mrs M the next day and asked them when the roof last underwent repairs. They said the roof was 17 years old and had had no repairs. But they said it was inspected in July 2023.

A few days later, on 22 January 2024, RSA informed Mr and Mrs M that it was declining their claim. It said this was because the weather record did not show storm conditions in their area on the day in question. It also said that the damage to the roof was going on over a period of time and was due to this and wear and tear- not storm conditions. It said this was evident from the debris which looked brittle and an aerial photo taken three years prior which

showed the roof in poor condition. It added that a felt roof has a lifespan of ten years and theirs was significantly older.

Mr and Mrs M weren't happy about RSA's decision and complained. They said the conditions they were living in were unacceptable and that they both have serious medical conditions so their intention was to have the roof repaired as soon as possible. They said RSA should have provided them with home emergency assistance, that its service was poor and that they were never provided with a copy of the policy terms so it shouldn't be able to rely on them.

RSA responded to Mr and Mrs M's complaint in May 2024 and said that it was upholding it in part. It paid them £75 for poor customer service in relation to a call that wasn't handled professionally and £400 for incorrectly declining the internal damage claim, causing a 20-week delay. It said it was accepting the internal damage claim under the accidental damage section of their policy. It added Mr and Mrs M's broker was responsible for sending out their policy documents and not RSA.

Mr and Mrs M then brought their complaint to our organisation. In the meantime, they responded to RSA and said that the roof was in a good condition, the felt was very thick and that the lines/cracks seen on the debris were just on the surface. They also said if the roof was brittle, it would not have come off in one piece. They added that they submitted a report to RSA from a roofing company who inspected the roof in 2017 who confirmed it was in a good condition. In relation to the life span of the roof they said it was 20-30 years as supported by other roofing companies they contacted.

One of our investigators reviewed Mr and Mrs M's complaint but didn't think RSA had to take any further action and thought the main cause of the damage to the roof was not the storm but its condition.

Mr and Mrs M didn't agree. They said other neighbours whose properties were also damaged had been compensated by their insurers. They also provided a statement from a neighbour who witnessed the roof being torn off by "a very strong wind".

Our investigator didn't change her view and as there was no resolution the matter was referred to an ombudsman and passed to me to decide.

What I've provisionally 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.

Mr and Mrs M have provided a number of documents in support of their claim and have raised a number of issues they'd like me to consider. Though I have reviewed every point they have raised, in this decision I will refer to the ones I consider to be the most important. No discourtesy is intended by this. Our aim is for our decisions to be as concise and to the point as possible.

I should also clarify that in this decision I am only considering Mr and Mrs M's complaint relating to the damage to their roof. I note RSA has since agreed to cover the internal

damage claim but as this was after its final response letter was issued, I am not able to address any new issues that may have arisen in this decision.

The policy

Mr and Mrs M have a home insurance policy with RSA which provides cover for both buildings and contents including optional accidental damage.

Mr and Mrs M's policy cover includes cover for storm or flood. It defines "storm" as a period of violent weather including wind speeds with gusts of at least 55 mph or torrential rainfall etc.

Under the buildings general exclusions section, the policy states that loss or damage caused by wear and tear or any other gradual causes isn't covered. The definition of "gradual causes" includes wear and tear and lack of maintenance.

Mr and Mrs M said that RSA didn't offer them home emergency cover, so they had to arrange for emergency repairs to be carried out themselves. I have reviewed Mr and Mrs M's policy documents and note that they did not have home emergency cover. I think this is clear looking at their policy schedule which doesn't include this among the list of other optional cover taken out. So, I don't think RSA was being unfair or unreasonable in not offering home emergency cover in the circumstances.

Mr and Mrs M said they were never sent their policy documents so RSA shouldn't be able to rely on the terms it has relied on. Mr and Mrs M took their policy out through a broker so this is something they need to take up with their broker. Also, even if they were not provided with the policy documents this doesn't mean that RSA shouldn't be able to rely on its policy terms.

The roof claim

When dealing with claims made as a result of a storm there are three questions we need to consider before determining whether a claim should be covered or not. Firstly, we consider whether there was a storm. If the answer is "yes" we go on to consider whether the damage caused is consistent with storm damage and if so, whether the storm was the main cause of the damage.

RSA accepts that there were storm conditions on the day and also that the damage was consistent with storm damage.

RSA says that the reason it won't cover the claim is to do with the third question and the fact that it doesn't believe that the storm was the main cause of the damage. It believes that the cause of the damage was gradual and due to wear and tear. RSA relied on the aerial photo of the roof, photos of the debris and Mr and Mrs M saying that the roof had never been repaired to arrive at its decision.

RSA asked a surveyor to inspect the roof before it considered the claim. I have reviewed the surveyor's report, and from what I have seen, it doesn't state that the roof was in a poor condition or that the damage was due to wear and tear. The report says that the cause of the damage was a storm. RSA, in its notes, also says that the surveyor said the condition of the

roof was fair. As far as I understand the surveyor was happy to approve the claim, however, as the value was over their delegated authority limit, they referred the matter to RSA. It was only when the matter was reviewed by RSA's claims handler and technical experts that they decided that it should be declined due to wear and tear and gradual operating cause.

Mr and Mrs M say their roof was in a good condition. They provided RSA with a letter from the company who inspected the roof in 2017 and carried out the repairs in 2024 which says that there were no concerns in 2017. The letter also says that the company carried out an inspection before fitting the new roof in 2024 and found that the debris remained strong and heavy and that it believed that it was an extraordinarily powerful wind that ripped it off in one piece. They said there was also no wear and tear.

Having considered all the evidence, I find the expert evidence provided by the surveyor and Mr M's roofer to be more persuasive than the evidence of RSA's claims handlers and technical experts. I say this because they are both independent, they are experts in the field and, most importantly, they both inspected the roof in person whereas RSA's handlers didn't. So, on balance, I think the main reason for the roof damage was the storm and that Mr and Mrs M's claim should have been accepted.

Mr and Mrs M have also argued that other neighbours had had their claims accepted by their insurers, that the life span of the roof can be up to 30 years etc. As I accept that on balance the damage to the roof was mainly due to the storm, I haven't considered those arguments further. Though I accept the argument that Mr and Mrs M made about the fact that if the roof was brittle, it would not have been ripped off in one piece. I think this is a reasonable argument.

Redress

Mr and Mrs M said that they have had their roof repaired already. RSA has previously said if it accepted the claim, it would have only paid the amount it would have cost it to repair the roof. I think, if what Mr and Mrs M paid was higher than RSA's estimate, it would be unfair for RSA to pay the lower amount. I say this because it failed to deal with the claim from the start, and I think at this late stage it would be unfair to allow it to make any reductions from what it pays Mr and Mrs M. Any settlement RSA pays should be subject to Mr and Mrs M providing evidence of the cost of repairs and the payment being made. It should also pay them interest from the date they made the payment to the date it pays them back.

Also, the roof was damaged during winter and Mr and Mrs M made it clear that they were severely impacted by this. They also said they both suffer from serious medical conditions which no doubt made this experience even more distressing for them. The surveyor provided their report in early January 2024 and the roof was repaired in March 2024. I think living in a house without a permanent roof for a few months would have been very distressing for Mr and Mrs M and it will have had an impact on the utility of their home. I think RSA should pay them £1,000 compensation for the distress and inconvenience this caused them."

Both parties responded to my provisional decision. Mr and Mrs M have accepted it and RSA said it had nothing further to add.

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.

As neither party had any additional comments or observations I have no reason to change any of the findings I made in my provisional decision. So those findings are now the findings of this, my final decision.

My final decision

For the reasons above, I am upholding this complaint. Royal & Sun Alliance Insurance Limited must pay Mr and Mrs M's roof repair claim in line with the terms and conditions of their policy including any applicable excess and policy limit plus 8% simple interest per year from the date they paid this to the date it pays them back. This is subject to Mr and Mrs M providing evidence of the repairs been completed and the costs being settled.

Royal & Sun Alliance Insurance Limited must also pay Mr and Mrs M £1,000 compensation for the distress and inconvenience it caused them by unfairly declining their claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 24 April 2025.

Anastasia Serdari
Ombudsman