

The complaint

Mr and Mrs W complain about Royal & Sun Alliance Insurance Limited's handling of a claim for storm damage under their buildings insurance policy.

Royal & Sun Alliance Insurance Limited (RSA) has been represented by its agents during the claim. All references to RSA include its agents.

What happened

Mr and Mrs W had a buildings insurance policy with RSA.

In August 2024, after returning from abroad, they found damage to their outdoor furniture after the cover was blown off by wind. They made a claim with RSA.

RSA rejected the claim under the storm damage section of the policy. It said there were no storm conditions at the time of the loss, and cover under other sections wasn't available due to the vermin damage exclusion. Mr and Mrs W complained.

RSA issued a complaint response in September 2024. It said the wind conditions at Mr and Mrs W's location were not storm force winds, so it maintained the decision to decline the claim for storm damage. But it accepted it ought to consider the claim under the accidental damage section of the policy, without relying on the vermin damage exclusion, so it paid Mr and Mrs W £50 compensation for the inconvenience caused.

Mr and Mrs W referred their complaint to the Financial Ombudsman Service. They said storm was not defined under the terms and there was in fact a storm at their location. They said it was more likely than not that a named storm, affecting the UK at that time, caused the damage.

The Investigator didn't uphold the complaint. They weren't satisfied there were storm conditions at Mr and Mrs W's local area at the time, so it was fair for RSA to decline cover for storm damage. And they said its compensation of £50 was fair, to recognise it should have considered cover under other sections sooner.

Mr and Mrs W didn't agree. They referred to case studies on our service's website where storm damage wasn't defined. They maintained there was a storm and RSA should accept the claim for storm damage.

Because the complaint couldn't be resolved, it's 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.

I should first make clear that under this decision, I will consider RSA's actions in declining cover for storm damage. A separate complaint has been set up under a different reference, about Mr and Mrs W's dissatisfaction with how RSA settled the claim under another section

of the policy.

When we consider complaints about storm damage claims, we take into account the following three questions:

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?

If the answer to any of these questions is 'no', then we'd say it's reasonable for an insurer to turn down a claim for storm damage.

Were there storm conditions at Mr and Mrs W's property?

I agree with Mr and Mrs W the policy doesn't define storm based on a minimum windspeed. But it does say that a storm will involve very strong winds, powerful enough to cause structural damage to homes within its path. I don't consider this to be an unreasonable definition, so I've kept this in mind.

Mr and Mrs W provided evidence of a named storm affecting the UK at the time of the loss. And while I recognise there was a named storm around the time the claim was reported, the conditions varied across the entire country. And I'd still need to be persuaded that there were storm force winds in the immediate locality to the insured property.

I've seen weather records based on weather stations that were close to Mr and Mrs W's property, including one that was around five miles away. I consider these weather records are more likely to give a more reasonable indication of weather at the insured property at the time. The weather records show maximum recorded windspeeds of 37mph during the period the loss occurred. And I don't consider that this amounts to storm force winds, or very strong winds, powerful enough itself to cause structural damage.

Mr and Mrs W also referenced a case study on our service's website. And while I acknowledge that our service may find there was a storm in circumstances where storm isn't defined, each case is considered on its own merits. The case study Mr and Mrs W referenced concerned circumstances where windspeeds were strong enough to blow tiles off a roof, and I don't consider this was the case in the circumstances of Mr and Mrs W's complaint.

Overall, for the reasons outlined above, I'm not persuaded there were storm conditions at Mr and Mrs W's property at the time of the loss. And because I can't answer the first question above, on balance, as 'yes', it follows that I find RSA acted reasonably in declining the claim under the storm section of Mr and Mrs W's policy.

Compensation

RSA accepts it ought to have considered cover under another section of the policy. I think the £50 it paid in acknowledgement of this, is fair compensation for the distress and inconvenience it caused Mr and Mrs W. So, I won't direct it to do anything else.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W

to accept or reject my decision before 15 May 2025.

Monjur Alam
Ombudsman