

The complaint

Mrs S complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined her claim for storm damage to her roof under her home buildings insurance policy.

Mrs S has a representative, Mr S. But I’ll refer to Mrs S in my decision for ease.

What happened

In early March 2024 Mrs S says a storm damaged the roof of her home. This resulted in a fascia board being “ripped off”. Several slates also came off the roof and some were left hanging off the edge. Mrs S says this posed a danger, so she arranged for a roofer to erect scaffolding and reinstate the slates and fascia board.

After the repairs were complete Mrs S contacted RSA to register a claim. It sent a surveyor to validate. But as the repairs were complete there was no damage to inspect. Mrs S was asked for photos of the damage, but she hadn’t taken any. However, the roofer had taken photos which she was able to supply. Mrs S also showed the surveyor the broken slates. But RSA declined her claim for both the slates and the fascia, saying this was due to wear and tear. Mrs S didn’t think this was fair and complained.

In its decline letter and final complaint response RSA says that Mrs S’s roof was in a poor state of repair. It says the storm merely highlighted this underlying problem. It says as Mrs S had arranged the repairs, it wasn’t possible to validate the cause of the damage to the fascia board. RSA refers to its policy terms that say it must be allowed to inspect any damage before permanent repairs are carried out. It hadn’t been able to inspect and validate the damage, so it declined this part of the claim as well.

Mrs S didn’t think she’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. He says the damage was the result of wear and tear over time. He didn’t think the damage to the fascia board would have occurred if it wasn’t for the poor condition of the roof.

Mrs S didn’t accept our investigator’s findings, so the complaint has been passed to me to decide.

I issued a provisional decision in March 2025 explaining that I was intending to not uphold Mrs S’s complaint. Here’s what I said:

provisional findings

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

My intention is to not uphold this complaint. I’m sorry to disappoint Mrs S but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm

caused the damage in question. These are:

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

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records from the beginning of March 2024 when Mrs S says a storm occurred. Maximum gusts of up to 62mph were recorded on 1 March. This was at a weather station 4 miles from Mrs S's home.

I can't see that RSA's policy terms provide a definition of storm force winds. However, winds of 62mph are generally considered storm force. RSA hasn't disputed this. So, I'm satisfied the answer to question one is yes. This means storm force conditions were experienced at Mrs S's property around the time of her loss.

Slates and fascia boards being blown off a roof is typical of damage a storm can cause. So, the answer the question two is also yes.

Finally, I need to be satisfied that the storm conditions were the underlying cause of the damage.

I've listened to the audio record made by RSA's surveyor at the time of his inspection. He describes Mrs S's roof as being in a poor condition. He says this is the underlying cause of the slipped slates. The surveyor also describes that there is no damage to assess given the repairs have been undertaken in full. I've seen the report he supplied. This says there is no insured cause. It says the damage is the result of a natural breakdown of materials.

I've looked at the photos included with the surveyor's report. This shows the roof coverings from an elevated position. I'm satisfied that this supports the surveyor's view that the roof is in a poor condition. The photos show numerous slipped slates across the whole of the roof. Several of these have fallen into the guttering.

Mrs S's policy doesn't cover damage caused gradually by wear and tear. From the expert opinion and photos provided, it's clear that the roof covering is of some age and in a deteriorated state. So, I don't think storm conditions were the underlying cause of the slipped slates. The high winds were the likely catalyst for the damage. But the underlying cause was due to the poor condition of the roof. This means the answer to question three is no, and RSA can reasonably decline Mrs S's claim.

I've thought about the fascia board damage Mrs S claimed for. Her policy terms under the heading "what should you do if you need to make a claim?" say:

"Do not.. carry out any permanent repairs or dispose of any undamaged items until we have been given the opportunity to inspect the damage."

RSA's surveyor recorded that it wasn't clear why the fascia board had "come adrift". But as Mrs S had arranged for it to be reinstated, it wasn't possible to assess this any further.

In these circumstances I don't think it was unfair for RSA to decline Mrs S's claim. She prejudiced its position by preventing it from inspecting the damage to assess if there was an insured cause. I think it's probable that the poor condition of Mrs S's roof extends to the fascia board. But as Mrs S arranged the repairs before contacting RSA, or taking photos to

show an insured cause, it's not possible to determine if cover was in place.

Having considered all of this I don't think RSA treated Mrs S unfairly when it declined to cover her claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

I said I was intending to not uphold Mrs S's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

RSA didn't respond with any further comments or information for me to consider.

Mrs S's representative responded to say that she is elderly and ill-health. He says due to the time it would take RSA to inspect the damage the decision was made to appoint a roofer to carry out repairs. The representative says the ongoing poor weather and danger posed by falling debris meant this was necessary. He says this decision was reasonable to prevent someone being injured.

Mrs S's representative says broken slates were visible in a pile in the side walkway. He comments on the lack of photos taken by RSA's surveyor to support this.

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 I'm not persuaded by Mrs S's representative's further comments that a change to my provisional findings is warranted.

I understand the point being made about the danger posed by the damaged roof. But as I explained in my provisional decision, the roof was in a poor condition prior to the storm. This was the underlying cause of the damage. This means there's no cover under Mrs S's policy. If repairs hadn't been completed prior to the surveyor's visit, there would still be no cover and for the same reason.

The damaged fascia was reinstated before RSA had the opportunity to inspect the damage. No photos were taken to show the damaged fascia prior to the work being done. Again, I note what's been said about the danger that was posed by falling debris. I can understand why Mrs S wanted the repairs completed quickly. But this didn't prevent photos being taken.

Mrs S's policy terms are clear that permanent repairs shouldn't be carried out, or items disposed of before RSA has the opportunity to inspect. The indication is that the poor condition of the roof extended to the fascias. In these circumstances I don't think it was unreasonable for RSA to decline to cover the repairs.

Having considered all of this I'm not persuaded by Mrs S's representative's comments that RSA treated her unfairly. So, my decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 13 May 2025.

Mike Waldron
Ombudsman