

The complaint

Mr and Mrs S complained that Royal & Sun Alliance Insurance Limited ("RSA") unfairly declined their claim for storm damage when tiles were blown off their roof causing further damage to the roof and internally through rainwater leaking in. RSA were providing a home insurance policy. Mr and Mrs S had representation for the complaint, but for ease and simplicity, I'll only refer to Mr and Mrs S.

What happened

Mr and Mrs S made a claim to RSA when they said strong winds caused significant damage to their roof. They said the damage was visible to various areas of the roof, including, the pitch roof, and it subsequently caused a leak internally which damaged the floorboards.

RSA appointed a surveyor to review and validate the claim. Based upon the surveyor's report, RSA decided to decline the claim as there wasn't evidence of a storm at or around the time of the reported incident. RSA further explained it thought it was likely wear and tear and a lack of maintenance to the roof was the main cause of damage, and the bad weather merely highlighted the poor condition of the roof.

Mr and Mrs S would like their claim settled in full.

Our investigator decided not to uphold the complaint. He thought RSA had fairly declined the claim for the reasons set out by its surveyor, so he didn't think Mr and Mrs S had a valid claim under the policy. Mr and Mrs S disagreed, so the case has been referred to an ombudsman.

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.

Our service has a defined process when we consider storm claims. There are three questions we consider:

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

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

RSA said the weather conditions didn't meet the threshold for a storm. The policy definition doesn't include a threshold for storm conditions. Many insurers use the Association of British Insurers (ABI) definition of a storm, which is:

- Wind speeds with gusts of at least 48 knots (55mph)* or;
- Torrential rainfall at a rate of at least 25mm per hour or;
- Snow to a depth of at least one foot (30 cm) in 24 hours or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

As the damage was tiles blown off the roof, RSA checked the weather conditions in the few days leading up to the incident. It said the level of wind was below 30 mph, which wouldn't meet what they see as storm force winds.

I've checked our own weather records which we have access to for the week of the incident and the two weeks leading up to it. The wind recorded was generally below 30 mph, with one occasion when it was slightly higher. Therefore, I agree with RSA, that the winds around the time of the incident didn't meet the threshold for a storm, even by ABI's definition or by our own service's view of what a storm is (which is slightly lower).

Therefore, as there wasn't a storm around the time of the incident, I think RSA has been reasonable in declining the claim, as Mr and Mrs S wouldn't have a valid claim under the storm peril of the policy. There is no need for me to consider the other questions, as it would have no bearing on my decision.

I've checked the policy to see if Mr and Mrs S may have had a valid claim under another section of the policy, but I can't see that they have. Therefore, I don't uphold this complaint.

I can see RSA's surveyor did do a thorough review of the property and his commentary is consistent with the supporting photographs that were provided. The report highlights the poor pre-existing condition of the roof. So, even if storm conditions were present, it's likely the claim would still have been declined due to the exclusions in the policy for damage caused gradually (i.e. from wear and tear).

Insurance policies don't generally cover every eventuality, only stated "perils" such as storm, flood, fire etc. There wasn't a peril that Mr and Mrs G would've been able to claim for in these circumstances.

In respect to the other issues raised by Mr and Mrs S. I don't have evidence to support the surveyor had a bad attitude. I can't say one way or the other. However, from the report I can see that has been produced by him, which is thorough and professionally written, I can't say it seems to have impacted the quality of the work he completed and therefore, I don't think it has impacted the claim.

I can see Mr and Mrs S would've benefitted slightly had they been informed about the home emergency cover on their policy. RSA has acknowledged this oversight. I think the £100 compensation offered for these issues seems fair for the impact they have had on Mr and Mrs S. The compensation is reasonable for the distress and inconvenience suffered.

My final decision

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 4 June 2025.

Pete Averill

Ombudsman