

The complaint

Mrs S has complained that Royal & Sun Alliance Insurance Limited (RSA) rejected a claim she made under her home insurance policy for storm damage.

Mrs S is being represented in her complaint. For ease I have referred to the representative's comments on Mrs S's behalf as her own in my decision.

What happened

In January 2025 Mrs S made a claim to her insurer RSA for storm damage to her roof.

RSA instructed a surveyor to attend. The surveyor reported that the cause of damage was due to faulty workmanship. As RSA excluded cover for damage caused this way, it rejected Mrs S's claim.

Mrs S complained to RSA. But it said it's decision was correct. So Mrs S asked us to look at her complaint.

One of our Investigators didn't recommend the complaint should be upheld. She found the surveyor's report with photos of the roof was reasonable evidence for RSA to reject the claim.

Mrs S disagrees and wants an ombudsman 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'm sorry to read of Mrs S's ill health. I can understand that having to deal with a claim of this nature, and to discover that the claim will not be met, has caused considerable worry and upset at an already difficult time.

My role is to look at whether RSA as the insurer has acted reasonably and in line with the policy.

Insurers don't provide cover for every eventuality, but for specified insured perils such as storm, flood or fire. RSA, like most - if not all home insurers, excludes cover for damage caused by wear and tear or by poor workmanship.

As the Investigator explained, we ask three questions when deciding if an insurer has acted reasonably assessing a storm damage claim. 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?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

RSA accepts that storm conditions occurred, so this isn't in dispute. So the answer to the first question is 'yes'.

For the remaining questions, I've looked at the evidence available.

I understand works were carried out to Mrs S's roof four years ago – and that rubber was used rather than felt. The surveyor reported that there was poor detailing to the edges of the rubber roofing where it hadn't been correctly sealed, indicating poor workmanship. The surveyor provided several photos of the damaged roof and the interior to support their findings.

Mrs S said that during storm conditions, tiles were blown from the roof allowing the wind to take hold of the rubber and rip it extensively. But RSA nor I have been provided with any evidence to support this view, or to contradict the surveyor's findings.

So while it's possible the damage could be consistent with damage a storm causes, I think RSA's decision to reject the claim was fair and reasonable. I say this because the surveyor's report is persuasive evidence to show that a storm wasn't the main cause of damage. So the answer to the final question is 'no'.

In response to the Investigator's view, Mrs S says the surveyor gave different information to the report he provided. Mrs S says the surveyor said felt should have been used instead of rubber and there was a high possibility the claim for roof damage wouldn't be met. However, the costs for internal damage would be met for accidental damage.

I've looked at the final response letter RSA issued. This says it is looking to honour the claim for internal damage. If Mrs S is unhappy with this part of her claim, she will need to first raise a complaint with RSA.

We cannot make a finding on what was verbally discussed between two parties. From the comments Mrs S made about her discussion with the surveyor, they don't suggest the surveyor misled them about the likely outcome.

I have looked at the estimate Mrs S provided from a roofer to repair the roof for £3,500. Mrs S says the roofer confirmed that storm was the cause of damage. I agree it says this. But it doesn't carry more weight than the surveyor's professional opinion, supported by photos of the roof and the internal damage.

I understand Mrs S will be very disappointed with my decision. And I appreciate the financial impact of not having the claim met by RSA. But I think RSA acted reasonably and in line with the policy. So this means I'm not upholding her complaint.

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 Mrs S to accept or reject my decision before 21 August 2025.

Geraldine Newbold
Ombudsman