DRN-5778796

The complaint

Miss G complains about Royal & Sun Alliance Insurance Limited's decision to decline a claim under a home insurance policy.

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

What happened

Miss G had a home insurance policy with RSA, and in September 2024, she made a claim for damage to her property. This included her lounge ceiling having come down and water damage to other parts of the property.

RSA inspected the property in September 2024 and again in October 2024. In October 2024, it declined the claim in full as it said there was no insured event – this was on the basis damage was thought not to have been caused by a storm. Miss G was unhappy, so she complained about RSA's claim decision and the service it provided.

RSA issued two complaint responses. In November 2024, it accepted there was poor service, particularly during calls, but it maintained its decision not to provide alternative accommodation (AA) and to decline the claim in full. It offered Miss G £150 compensation.

In December 2024, it accepted it told Miss G it would arrange a third inspection, but didn't do so. It also accepted it ought to have acted better on the information Miss G provided. In addition to the £150 it offered in November 2024, RSA offered a further £100. It paid Miss G £250 in total. It didn't change its decision on the claim.

Miss G referred her complaint to the Financial Ombudsman Service. She said a storm caused damage to her property. She said there had been delays, poor service and a third visit offered that didn't take place. She confirmed she'd arranged works herself, but she wanted RSA to cover the costs in relation to the damage and pay her compensation.

The Investigator upheld the complaint. They agreed RSA didn't need to provide AA in the circumstances, and they said the conditions for storm hadn't been met. But they said it was fair for RSA to reconsider Miss G's claim under the remaining insured perils under the policy (such as accidental damage and escape of water), and add interest to any claim payments made. And overall, keeping in mind the poor service under the claim, they recommended RSA pay a further £300 compensation.

RSA agreed with that outcome. Miss G didn't agree. She maintained all the damage should be covered under the storm peril. And she wanted a detailed plan from RSA of what it would be doing moving forward.

I issued a provisional decision and in it I said the following:

"Miss G has provided a lot of information in support of her complaint. I assure Miss G that I've taken everything she's provided into account. But in this decision I've focused on what I

think are the key issues in this complaint. No discourtesy is intended by this, but it simply reflects the informal nature of the way that the Financial Ombudsman Service reviews complaints.

I should also set out that under this decision, I've considered the complaint about RSA's decision to decline Miss G's claim in full, on the basis there was no insured peril. My role is to decide on a fair resolution to this complaint, but it isn't to handle the claim. So I won't cover anything that RSA is yet to formally decide on the claim.

Miss G says the damage to her property was caused by storm, and should be covered by RSA on this basis. 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.

Was there a storm?

The policy doesn't include a specific definition of the term 'storm', other than a general description under sub heading 2, 'Storm or flood', within the Buildings section of the policy. This states:

> *"A storm will involve very strong winds powerful enough to cause structural damage to homes within its path. It's usually accompanied by torrential rainfall, hail or heavy snow."*

I've looked at the weather data around Miss G's property from before the claim. This shows there were not strong winds immediately prior to the loss (a peak gust of less than 30mph was recorded). However, I've also considered whether there had been torrential rainfall over this period. Rainfall at 12.6mm per hour was recorded on 22 September 2024. This does fall within the boundaries of what we would consider to be a rainstorm. I'm therefore satisfied in the circumstances, the weather conditions were such that there was a storm.

But even of the rainfall alone was enough to constitute a storm, it would still have been necessary for the damage to be consistent with a storm, and for storm conditions to have been the main cause of the damage.

Is the damage consistent with a storm?

I don't consider that heavy rains, in the absence of storm-force winds, would cause damage to a well-maintained roof. This includes the main roof and the bay window flat roof. I accept heavy rain was recorded shortly before Miss G's loss. But having reviewed the evidence, including photos of the damage, I'm not persuaded any damage to external areas of Miss G's property (including the roofs) was likely caused by this. I accept there was internal damage due to the rainfall, but I consider this was due to the existing condition of Miss G's roofs and guttering. I've explained further below.

Were storm conditions the main cause of the damage?

If I were to consider Miss G's claim to meet the test required by the first two questions, I *consider it would still fail at the third. I'm persuaded by the inspection reports and photos I've seen, that a storm (as outlined above) wasn't the underlying cause of the damage. I think it's been shown that the external areas of Miss G's property were in a deteriorated condition. For example, I've seen photos of the main roof that show previous repairs, photos of the flat roof showing missing mortar where the flat roof meets the brick wall and photos of the guttering showing it was likely in a poor condition prior to the loss.*

In addition to the above, in the first report from September 2024, although the agent did say there was damage due to storm-related water ingress, they also said this was due to issues with the main guttering and flat roof above the lounge bay windows. This was supported by photos as outlined above, so I'm not persuaded the conclusion was that a storm had damaged external areas and caused water ingress. Rather, I think the conclusion was that the rainfall highlighted existing issues with the property.

Similarly, in the second report from October 2024, the conclusion was external parts of the property, including the guttering and roofs, were in a poor condition prior to the loss. So overall, I'm not satisfied storm conditions were the main cause of the damage. I consider, on balance, the heavy rainfall simply highlighted existing issues with the property. It follows that I don't consider RSA acted unfairly in declining cover for damage allegedly caused by storm.

Other insured perils

I've explained above why I consider it was fair for RSA to decline cover for storm damage. But this doesn't necessarily mean that other insured perils, particularly in relation to the internal damage to the property, may not apply.

RSA accepts the above, and has said it would consider internal damage to the property under the remaining relevant insured perils. This includes accidental damage and escape of water. I think RSA's offer to reconsider the claim for internal damage, keeping in mind the other insured perils is fair in the circumstances. And I think it's fair for RSA to do this keeping the rest of the policy terms in mind. But I consider RSA acted unfairly in not having considered this when it decided Miss G's claim, and I think this has caused unnecessary delay on the claim and caused Miss G avoidable distress and inconvenience.

Miss G would like a detailed plan from RSA about what it will do. But I consider this is what RSA is likely to do once it reconsiders the claim as outlined above, and I've explained my role isn't to handle the claim. If RSA makes any further claims decisions Miss G is unhappy with, or she experiences any further issues with RSA, she can raise a new complaint.

I acknowledge Miss G has had works carried out. And for those works that would have been covered under the policy, I think this meant Miss G was left unfairly without the funds she paid. So, I think RSA should pay her interest on any reasonable costs she incurred for works that were covered.

For completeness, I've also considered the matter of AA. The policy provides cover in the event the home is uninhabitable as a result of damage caused by an insured event. Having reviewed the evidence, I'm not persuaded the damage would've rendered the property uninhabitable in the circumstances, so I don't consider RSA acted unfairly in not offering AA.

Fair compensation

RSA accepts it provided poor service to Miss G during its calls with her. It also accepts it told her it would arrange a further inspection but then refused, and that it ought to have acted better on the information she provided. In addition to not considering the claim fairly, as outlined above, I think these matters too would've caused Miss G avoidable and *unreasonable distress and inconvenience.*

Keeping in mind what RSA paid Miss G already, and having reviewed all the evidence, I agree with the Investigator that a further £300 compensation is fair and reasonable in the circumstances. So, this is what I intend to direct RSA to do."

RSA accepted my provisional decision. Miss G didn't respond.

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.

Neither party provided any further information following my provisional decision. So I don't have any reason to change the outcome I proposed in my provisional decision.

My final decision

My final decision is that I uphold this complaint.

I require Royal & Sun Alliance Insurance Limited to:

- Reconsider Miss G's claim in line with the remaining policy terms, keeping in mind the other insured perils, such as accidental damage.
- On any payments it makes, RSA should add 8% interest from the date Miss G made the respective payment herself, to the date of settlement*.
- Pay Miss G a further £300 compensation.

* If RSA considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss G how much it's taken off. It should also give Miss G a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 24 September 2025.

Monjur Alam
Ombudsman