

The complaint

Mrs D has complained about INTACT INSURANCE UK LIMITED trading as RSA Insurance. She isn't happy about the way it dealt with a claim under her home insurance policy that it eventually declined.

Mrs D's representative has brought this complaint on her behalf but for ease I'll just refer to Mrs D throughout this decision.

What happened

Mrs D's property suffered damage to the roof and some internal damage and advanced a claim under her home insurance policy as she thought this was caused by storm damage. But when RSA looked into the claim it initially said it would cover part of the damage caused before eventually declining the claim in full, so Mrs D complained to RSA

RSA apologised for incorrectly agreeing to pay part of the claim initially and offered to pay £300 compensation, but it maintained its position about the claim. It didn't feel there was a storm at the time of the claim and that the damage was caused by ongoing poor maintenance issues. And as Mrs D remained unhappy she complained to this Service.

Our Investigator looked into things for Mrs D but didn't uphold her complaint. Although he sympathised with Mrs D, he felt that RSA had dealt with her claim fairly as there was insufficient evidence that the damage was caused by storm.

As Mrs D didn't agree, saying that the storm caused the damage and the damage could have happened earlier, the matter has been passed to me for review.

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.

Whilst I've considered all the information, I haven't commented on it all. Instead, I've focussed on what I consider to be the crux of the complaint and most relevant to the outcome reached. This isn't meant as a discourtesy but reflects the informal nature of our Service.

I know Mrs D feels that the damage was caused by storm damage and while I understand this the policy terms and conditions set out the agreement between RSA and Mrs D and detail what is and isn't covered. In relation to storm the policy says

'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.'

Damage caused by normal weather conditions commonly experienced in the UK is often the result of normal use or ageing or lack of maintenance and isn't covered.'

The policy doesn't specifically outline the wind speed within its definition of storm, but we would generally say a storm involves violent winds, usually accompanied by rain, hail or snow. And when we look at a storm claim complaint, there are three main aspects we consider.

- 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 the damage?

As our Investigator has explained we're only likely to uphold a complaint where the answer to all three questions is yes. RSA ultimately decided that there weren't storm conditions present when they declined the claim and I've looked at the weather conditions that were present around the time of the claim which were around 30mph, but I do note peak winds of 43mph just over half a mile from the property around three weeks before the claim. Ordinarily we would suggest that this is below the level to say the weather conditions around the date would amount to storm. I know that Mrs D feels there was a storm around the time, but I haven't seen any evidence of this, so I think RSA has acted reasonably here.

However, for completeness I've gone on to consider the additional points. I would say that the movement of the tiles could sit with storm damage in relation to the second point outlined above. But I'm not persuaded that Mrs D has provided sufficient evidence to show that storm conditions were the main cause of the damage either, I'll explain why.

RSA feel that the main cause of the damage to Mrs D's roof in the lower part of the roof stemmed from lack of maintenance which contributed to the displacement of tiles and water ingress. And while it initially thought that the ridge roof may have been caused by possible storm damage it changed its mind upon further considering the claim as there was evidence of heavy vegetation growing on the roof which was most likely a contributing factor pointing to lack of maintenance and ageing as the main cause.

I know Mrs D's own report suggests that all the damage could be attributed to storm damage, but RSA's surveyors report suggests otherwise. And Mrs D's report isn't as detailed as I would expect it to be in order to support a storm damage claim – it doesn't give any explanation as to why they consider the damage was caused by storm as opposed to wear and tear and doesn't address any of the maintenance issues or comment on the vegetation that is shown in their pictures. Given the water ingress inside the property had clearly been ongoing for a significant period of time the roof clearly hadn't been inspected or maintained. I accept that the roof wasn't easily visible but given the internal water ingress I would have expected the roof to be inspected and repaired earlier by Mrs D - although I note that Mrs D was in poor health and may not have identified the problem, but I can't hold RSA responsible for this. And, importantly, as I've already outlined, I haven't seen any evidence of a storm around the time of claim.

Given all of this, I don't think RSA has acted unfairly in declining the claim as, on balance, I don't think there was sufficient evidence that the damage was caused by storm. And it seems more likely the damage was linked to ongoing wear and tear and lack of maintenance.

Turning to the way the claim was dealt with and the fact that RSA initially said it would settle part of the claim only to change its mind I agree that it treated Mrs D unfairly here. It had sufficient information to decide the claim when it initially looked into things for Mrs D and so this has caused her additional stress, worry, inconvenience and loss of expectation.

However, I agree that the £300 compensation RSA offered is in line with the kind of awards this Service would make in circumstances like this. So, although I agree RSA acted poorly here, I think its steps to put things right are fair.

My final decision

It follows, for the reasons given above, that I'm not upholding this complaint. I'll simply ask INTACT INSURANCE UK LIMITED trading as RSA Insurance to pay Mrs D £300 compensation if it hasn't already.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 17 December 2025.

Colin Keegan
Ombudsman