Financial Ombudsman Service

complaint

Mr T complains that Royal & Sun Alliance Insurance Plc (RSA) won't pay his claim for damage to his roof and chimney that he thinks was caused by a storm. RSA used an agent to deal with the claim – but I'll only refer to RSA in this decision.

background

Both parties know what happened in this claim so I'm not going to go into much detail. In essence RSA won't pay Mr T's claim because it didn't find any evidence that the damage was storm related.

Mr T contacted RSA about damage to his roof in late November. When a surveyor went to look at the roof a few days later builders were in the process of repairing the roof and chimneys and had removed most of the tiles. Mr T had the whole roof replaced, although he hasn't asked RSA to pay for all of that.

RSA says that because Mr T had started work, any evidence of storm damage had gone. It declined his claim.

Our adjudicator agreed with RSA's position. Mr T says there was photographic evidence that there was storm damage and the surveyor didn't check the inside of the property which would have confirmed the damp inside was water damage from a storm.

my findings

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

When I consider whether a claim for storm damage should succeed I, like the adjudicator, look for three things. All three must be met if I am to decide a claim should be met.

was there a storm at the relevant time?

This is an important consideration as insurance only provides cover for, in general, unexpected, one off events. It's been agreed that the weather was close to storm conditions – so I'm going to accept that there probably was a storm at the time.

is the damage typical of that caused by a storm?

Mr T says part of a chimney was damaged and falling debris further damaged roof tiles. That's the sort of damage a storm *could* cause. But I wouldn't expect to see it in a chimney that was well maintained in the weather conditions at the time.

was this particular damage caused by a storm?

There are only a few photos from before the work was started that might show storm damage. Those are two photos of a chimney with a builder sat next to it – who seems to be removing bricks – and two of a couple of tiles lying on scaffolding.

It's for Mr T to show that the damage to his property was caused by a storm. I don't think his photos do that. And by removing the roof he'd stopped RSA's surveyor from assessing the damage. Mr T has accepted that that doesn't help his claim.

Mr T says the surveyor didn't look at the inside of the property. I'm not persuaded that would mean the surveyor could have concluded the damp was caused by rain getting in after storm damage. I say that because Mr T's told us his initial response to the damp was to have the render removed from the house wall. So it seems likely his advisers thought that was the cause, even it later proved not to be. That implies the internal damp looked like a long term problem as that's how failed rendering – or that caused by wear and tear on a chimney – typically shows.

Mr T does have accidental damage cover for his buildings and I understand the surveyor estimated the cost of repairing the damage to the roof tiles. He would have had to do that without any direct evidence of what happened. Mr T would need to provide RSA with acceptable evidence of the damage before I'd expect RSA to make a payment under this part of his policy.

Overall I think RSA was fair when it rejected Mr T's claim.

my final decision

My decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 18 February 2016.

Sue Peters
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