

complaint

Mr A has complained that Royal & Sun Alliance Insurance Plc (“RSA”) didn’t accept his claim for storm damage to his home.

background

Mr A made a claim under his home insurance policy with RSA for damage to the roof of his property and damage internally caused by water entering the property following a prolonged period of bad weather.

RSA asked loss adjusters to consider the claim on its behalf. The loss adjusters concluded that water had been able to enter the property because of a gradual deterioration in the condition of the lead flashing used in the construction of the valleys in the roof.

It also said that, according to weather reports, there hadn’t been a one-off incident of storm, but a prolonged period of bad weather. As a result, RSA declined the claim because it didn’t think the damage had been caused by a one-off storm event. Also, the damage to the roof wasn’t consistent with storm damage, but with a gradual worsening of the roof’s condition. It noted that issues of “wear and tear” that are caused gradually are excluded from the policy cover.

Our adjudicator reviewed the evidence, but didn’t conclude that the damage had been caused by a storm. He noted that weather conditions like a storm had occurred about a month before the damage was reported to RSA. However, he didn’t think the damage to the roof deterioration in the lead valleys had been caused by that storm: it had been caused gradually over time and there was no cover for such gradual damage under the policy.

However, as Mr A has accidental damage cover on his insurance policy, RSA has offered to cover the claim for the internal damage caused by the leak. As it clearly did take RSA some time to realise that Mr A had cover for this, it also offered him £100 compensation for the inconvenience caused. Our adjudicator thought this was a reasonable offer.

Mr A didn’t agree. He says that the damage was caused by a storm and, as the roof is only 15 years old, the damage should be covered under the policy.

my findings

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

Mr A’s insurance policy, like most insurance policies, covers damage caused by specific one-off and unforeseeable events – not damage caused by general maintenance issues that arise over time.

In order for Mr A to have a claim for storm damage, it would have to be the case that there was an identifiable event of storm at the time of the damage. Also, the resulting damage would have to be of a type caused by a storm and definitely caused by that storm and no other factors.

RSA’s own response to the claim says that it “accepts there was some unsettled weather” around the time of the claim. However, it cannot identify a one-off storm event.

I have reviewed the evidence provided by the loss adjusters and the data for weather reports at the time of the damage. Based on my review, I agree that there was a period of bad weather, but not a one-off storm event, around the time of the claim. I'm satisfied that the damage to the roof in this case was caused gradually over time and not by a storm. As such, it is reasonable that RSA will not deal with the damage as a storm claim under the policy.

RSA has now offered to meet the cost of the internal damage to the property under the "accidental damage" cover on the policy. It is not the case that the internal damage had been caused over time, but by the sudden incident of water leaking into the property. Therefore, I am pleased that RSA will now deal with this damage to Mr A's property.

It has also offered Mr A £100 compensation to reflect the inconvenience caused by it not offering to cover this part of the claim initially. I consider this to be a fair award in the circumstances.

my final decision

For the reasons given above, I uphold this complaint in part. I require Royal & Sun Alliance Insurance Plc to deal with the claim for the internal damage to Mr A's property under his accidental damage cover.

I also award Mr A £100 compensation to reflect the inconvenience caused by this part of his claim not being accepted sooner.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 October 2015.

Helene Pantelli
ombudsman