

The complaint

Mr S has complained that Royal & Sun Alliance Insurance Limited (RSA) unfairly declined a claim under a home insurance policy.

What happened

Mr S contacted RSA to make a claim for storm damage to his home. RSA assessed the claim and declined it. It said there weren't storm conditions around the time the damage was found and no storm damage was found. When Mr S complained, RSA maintained its decision to decline the claim. However, it offered £50 compensation because of some customer service issues if had identified.

So, Mr S complained to this service. Our investigator didn't uphold the complaint. He said there weren't storm conditions around the time the damage was found and the damage wasn't covered by other parts of the policy. He said it was reasonable for RSA to decline the claim.

As Mr S didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we 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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at the weather conditions around the time the damage was found. This didn't show wind or rain levels that would be considered storm conditions. I'm aware Mr S has said he thought the damage was caused by snow. Looking at weather reports, these showed snow levels of up to 2cm, which wouldn't be considered a storm and the policy didn't cover what might be termed as simply 'bad weather'. So, I think the answer to the first question is no. This meant RSA didn't need to deal with the claim.

I'm aware Mr S particularly highlighted his builder's report. I've considered this, and RSA's report, and this doesn't change my view. The builder's report said the issue was possibly caused by a compromised gutter system and explained the reasons for this. RSA's survey report found evidence of water entering for some time. This was due to the roof being in poor condition and having reached the end of its life. Neither report found evidence of storm damage or another peril covered by the policy.

I'm also aware of an email from Mr S's builder that said there was a lot of moss on the roof, which he didn't consider unusual, there was still some snow on the roof and a gutter which didn't seem to be connected correctly. The builder said he suspected the weight of snow, as well as severe weather conditions, caused the felt roof to crack and caused the leak. However, the weather around that time wouldn't be considered severe enough to be a storm and 2cm of snow wasn't enough to show evidence of heavy snow. In addition, RSA's surveyor found that water had been entering the property for some time, which would suggest that the damage to the roof wasn't a one-off event caused by the recent snow.

I'm aware RSA thought some, but not all, of the internal damage was a one-off. However, I've looked at the policy and Mr S didn't have cover for accidental damage. So, I haven't considered this any further, as there was no relevant cover available under the policy.

Based on everything I've seen, I think it was reasonable for RSA to decline the claim. As a result, I don't uphold this complaint or require RSA to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 December 2023.

Louise O'Sullivan
Ombudsman