

## **The complaint**

Mr and Mrs K were unhappy with the standard of repairs carried out to their car port by Royal & Sun Alliance Insurance Limited ("RSA") under their home insurance policy. Mr and Mrs K had representation for the complaint, but for ease and simplicity, I'll only refer to Mr and Mrs K.

## **What happened**

Mr and Mrs K had their car port repaired by RSA's contractors under an earlier claim. A few years later, following some inclement weather the car port was damaged again.

RSA sent a surveyor to review and validate the damage. He concluded the damage was caused because of a subsequent storm. Mr and Mrs K didn't agree. They'd had the car port inspected by their own specialist who'd concluded the damage was caused because the original repairs weren't completed to a satisfactory standard.

Mr and Mrs K were unhappy the damage was treated as a second claim and a further excess charged. They feel this should be waived as the earlier work wasn't up to standard.

Our investigator decided not to uphold the complaint. He wasn't persuaded by the evidence that the original repairs weren't up to standard, and he thought it was more likely the storm caused the damage this time around. So, he thought RSA had been fair to treat the damage as a second claim and charge an excess. Mr and Mrs K disagreed, so the case has been referred to an ombudsman.

## **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.

Both parties have provided contradictory expert reports on the cause of the recent damage to the car port. Both written testimonies provide plausible reasoning to what may have happened. However, I don't find the evidence provided by either party more persuasive than the other.

Therefore, I've considered more holistically, what's happened. The original repairs were carried out a few years ago. I haven't seen any evidence to suggest Mr and Mrs K had reason to think they were unhappy with these repairs at the time or in the intervening period up until the storm occurred.

I've considered the conditions of the storm which RSA said caused the damage. Wind gusts of over 100 mph were recorded on the date of the reported incident. Winds of this strength can cause significant structural damage to buildings.

So, as there was no evidence Mr and Mrs K had issue with the initial car port repairs until the storm, I'm not persuaded that the repairs were defective. I think it's more likely the strong winds caused the damage to the car port this time around.

Therefore, I think RSA have been reasonable in treating the new damage as a separate claim. I think RSA has been fair in charging a second excess before settling the claim, as this is consistent with the terms and conditions of the policy. So, I don't uphold this complaint.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 14 December 2023.

Pete Averill  
**Ombudsman**