

The complaint

Mrs E complains that Royal & Sun Alliance Insurance Limited (“RSA”) rejected a claim on her buildings insurance policy.

What happened

Mrs E’s complaint is about a claim on her buildings insurance policy for damage to four windows, which she said had been damaged in a storm. Her husband has dealt with the correspondence on her behalf but I’ll refer to Mrs E throughout as she’s the policyholder.

RSA rejected the claim, saying Mrs E hadn’t proved the windows had suffered storm damage. It said the issue was with condensation forming between the panes of glass in the double glazing, and this was more likely a sign of the seals having failed.

Mrs E disagreed and lodged a complaint but RSA didn’t change its decision. RSA did accept there had been some delays in dealing with the claim and paid some compensation for that. But Mrs E’s real concern is the rejection of the claim.

When she referred the complaint to this service, our investigator didn’t think it should be upheld. So she’s requested an ombudsman’s decision.

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.

RSA considered the claim under the storm damage section of the policy. There’s no definition of a storm in the policy. In the absence of a specific definition it would normally be taken to involve violent winds, usually accompanied by rain, hail or snow.

In the first instance it’s for the policyholder to prove their claim. So Mrs E needs to show the damage was caused by a storm. There are three issues to consider – whether:

- storm conditions occurred on or around the date the damage is said to have happened;
- the damage is consistent with damage a storm typically causes; and
- the storm conditions were the main cause of the damage.

Mrs E was away over the period when the damage occurred. So she can’t say specifically when it happened. But looking at reports for the period in question, there had been poor weather and in particular, winds with peak gusts of 61mph and around 8mm of rainfall per hour recorded on a date around a week before she made the claim. I’m satisfied there were storm conditions.

In this case, the issues with the windows concerned condensation. That wouldn’t typically be due to a storm. But water getting into a property is consistent with the sort of damage that is caused by a storm, so on balance I think it’s fair to say this is the sort of damage that might be consistent with storm damage.

But Mrs E needs to show the damage to the windows was storm damage. RSA says it's more likely due to the window seals failing, which is something that happens over time rather than a sudden incident. Condensation doesn't generally happen suddenly as a result of a storm.

Mrs E says the windows were maintained regularly and had been checked shortly before the storm and were in good condition; there were no signs of damage before the storm but afterwards, the windows were leaking. She also says if this was a matter of wear and tear, it would have affected all the windows in the building but only four were damaged. She believes the force of the winds would stress the window frame, the beading and the sealant to such an extent that the window could let water in. She accepted in correspondence with RSA that she couldn't prove this, but says it's the most logical explanation.

The evidence isn't conclusive on what caused the damage. RSA sought advice on the likely cause and has pointed out that condensation typically happens because the seals have failed, which isn't something caused suddenly by storm damage.

Mrs E didn't get expert evidence because she says it was obvious to her this was storm damage. Mrs E's argument may be a logical explanation but as I've said, she needs to prove her claim. That means not just showing something is possible or there's a logical explanation for it, but that it's more likely than not this is what happened. While it may seem logical to Mrs E what happened, I don't think she has provided evidence to prove her claim that this was storm damage; indeed she previously accepted she couldn't prove this.

For these reasons I think RSA's decision on the claim was fair.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E to accept or reject my decision before 29 November 2023.

Peter Whiteley
Ombudsman