

## The complaint

Mr D and Ms P complain about Royal & Sun Alliance Insurance, trading as More Than (RSA) unfairly declined their buildings insurance claim.

All references to RSA also include its appointed agents.

## What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

## My Provisional Decision

I issued a provisional decision on 25 July 2023. In my provisional findings, I said:

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

*I understand Mr D and Ms P have strong views about what has happened. They've provided numerous detailed submissions to support their complaint, and I assure them I've read and considered them all very carefully.*

*However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr D and Ms P, and by RSA, to reach what I think is a fair and reasonable decision based on the facts of the case.*

*Having done so, I'm not intending to uphold this complaint. I understand this will be disappointing to Mr D and Ms P. But I'll explain why*

*Alongside all the information provided by both parties. I've considered the following questions our service considers regarding issues relating to potential storm damage:*

- Has it been proven, on balance, there were storm conditions on or around the date the problem occurred?*
- Is the nature of the damage consistent with storm damage?*
- Were the prevailing storm conditions the main or dominant cause of the damage?*

*If the answer to any of these questions is 'no'. Then it's likely a claim for storm damage will not succeed.*

*Has it been proven, on balance, there were storm conditions on or around the date the problem occurred?*

*I've considered all the information Mr D and Ms P provided regarding weather conditions around the time of the damage. Including social media forums and news articles. I can see there has indeed been wet and adverse weather from information they've*

*provided. But the question here is whether weather conditions were a storm. The information from news articles and social media relate to incidents in their home county or in areas near to where they live but this isn't in itself an indication of the weather conditions where they live.*

*I've reviewed weather data in Mr D and Ms P's postcode across September and October 2022, which our service considers to be the most accurate representation of the weather conditions.*

*Although I can see there was a heavy day of rainfall in October 2022, the wind speeds recorded across the two months didn't exceed around 35 mph, which is not close to what would be considered storm conditions. And wouldn't be strong enough to cause the damage reported.*

*So, because of this I'm not persuaded a storm was present. Therefore, I don't think RSA acted unreasonably in saying a storm hadn't occurred.*

*Internal damage to the property has been reported, caused by water ingress into the property. I can see RSA considered whether Mr D and Ms P would be covered for accidental damage. However, it has declined this as damage by water other than by storm or flood is excluded from cover.*

*I've reviewed the policy documents and I can see under 'what is not covered' relating to accidental damage it does say 'damage by water other than by storm or flood'.*

*As I've set out above, I'm not persuaded a storm has occurred, so I don't think RSA have acted unreasonably in applying the exclusion to decline the claim.*

*I understand Mr D and Ms P have raised further concerns and provided further arguments regarding other aspects of the claim, such as whether RSA were correct to say the roof was suffering from wear and tear. However, as I think the claim has been reasonably declined due the point set out above, I don't intend to comment further.*

#### *Home emergency*

*I've listened to the initial call Mr D and Ms P made to RSA to initiate a claim. Mr D and Ms P said at the beginning of the call they were unsure of whether to make a claim under their home emergency policy. The agent for RSA said it couldn't advise regarding home emergency claims but offered to provide number for the relevant department to enquire about a home emergency claim.*

*However, at this point Mr D and Ms P chose to pursue a buildings insurance claim as the agent begun to relay the contact number to them, so the number was never taken. I've not seen further information to persuade me Mr D and Ms P enquired about this with RSA. So, I'm not persuaded RSA can be held at fault for any subsequent damage."*

#### **Responses to my provisional decision**

No further comments or evidence were provided for me to consider by Mr D and Ms P or RSA.

#### **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.

I've reconsidered everything, but as there are no further comments or evidence, I see no reason to depart from my intended decision – or my reasoning.

### **My final decision**

My final decision is that I do not uphold Mr D and Ms P's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Ms P to accept or reject my decision before 7 September 2023.

Michael Baronti  
**Ombudsman**