

The complaint

Mr B complains that Royal & Sun Alliance Insurance Limited (“RSA”) unfairly declined a claim he made under his home insurance policy.

RSA is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in my decision, any reference to RSA includes the actions of the agents.

What happened

In April 2023, Mr B made a claim under his home insurance policy with RSA. He says his conservatory roof and the kitchen / main roof / boiler room suffered storm damage. RSA arranged for a surveyor to visit Mr B’s property to inspect the damage and validate the claim.

RSA declined Mr B’s claim, stating that the damage was caused by wear and tear. Mr B made a complaint, but RSA maintained its position. It said the damage to the main roof was consistent with gradual deterioration. It said it had arranged for another survey to be completed by a glazing specialist. They had advised that damage to the conservatory roof was consistent with wear and tear. RSA said water ingress into the boiler room was also of a longstanding nature.

Mr B remained unhappy and asked our service to consider the matter. He provided a report from an independent surveyor he’d instructed to inspect his roof.

Our investigator didn’t think Mr B’s complaint should be upheld. He thought RSA acted fairly when it declined the claim.

Mr B disagreed with our investigator’s outcome. He said the damage to his roof was caused by a storm in April 2023. The local weather station 15 miles away commented that winds that day were in excess of 65 mph and may have been 75 mph where he lives, due to his home being on a hill. He felt the investigator had put too much weight on the reports provided by RSA which he felt were biased.

Mr B said he’d provided evidence from a local roofing contractor who had physically inspected and checked all the roof area in September 2022 and reported it to be in good order. The conservatory roof had been virtually rebuilt in 2022, with numerous panes replaced. He said the report from the independent surveyor he’d instructed firmly stated the damage to roof areas were storm damage, not wear and tear.

As Mr B disagrees with our investigator’s outcome, his complaint has been passed to me to decide.

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.

Having done so, I've decided not to uphold Mr B's complaint. I'll explain why.

The policy's terms and condition say cover is provided for:

"Damage to your buildings unless more specifically mentioned in 'Extra Covers'"

This means damage to the building is covered unless excluded by a policy term.

Mr B says the damage to his property was caused by a storm in April 2023. Weather reports from the nearest station to Mr B show the highest wind speed in April 2023 (prior to Mr B's claim) was recorded at 49 mph. Mr B says he lives on a hill, so wind speeds might have been higher there.

RSA has accepted that the weather conditions around the time of Mr B's claim may constitute a storm. However, it says the damage Mr B is claiming for wasn't as a result of a storm. The extreme weather conditions merely highlighted a maintenance matter. And it's relied on the following exclusion to decline the claim:

"Loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar causes."

Damage to main roof

From what I can see, the damage Mr B claimed for on his main roof was concrete ridge tiles and roof tiles becoming loose.

The report from the surveyor who attended Mr B's property in April 2023, says: *"When the surveyor inspected the main roof he observed that the damage was caused by Natural breakdown of materials"*.

RSA says there was significant undulation of the main roof where it can be seen to be dipping, which is a gradual defect. It says the mortar on ridge and hip tiles has de-bonded from the tiles. This isn't something wind would cause but is consistent with gradual deterioration and the freeze/thaw action of water during winter which causes cracks and pieces to fall off over time. It's referred to a photograph in the surveyor's report and has commented that the only recent damage appears to be a piece of mortar which has de-bonded.

RSA says when it settled Mr B's previous claim, (in 2022) it paid for all hip tiles and some (or all) ridge tiles to be re-bedded. But tiles appear to have been repointed and not raked out and fully re-bedded.

I can see from the photographs in the surveyor's report that one of the hip tiles had been replaced, but the tiles near it don't look like they'd been re-bedded. There is also a photograph showing that a couple of the roof tiles had been replaced but the majority of the tiles don't appear to have been re-bedded, with moss appearing in some areas. I appreciate that the report from the independent surveyor Mr B instructed refers to 'storm damage'. But, having reviewed the photographs RSA has provided I think the storm is likely to have highlighted an existing problem with the roof, rather than being the main cause of the damage. I don't think it's unreasonable for RSA to decline Mr B's claim for damage to the roof because it seems to have been caused by a gradual breakdown of materials, which is excluded by the policy.

Damage to conservatory

Mr B claimed for damaged panes on his conservatory roof.

RSA's surveyor's report says: *"On inspection of the conservatory, damage has been caused to the underside boxed bull head which is all rotten and the guttering is leaking. This has been an ongoing issue, hence the decay to the timber, and there is dirt and moss around the junction of the guttering. This is an ongoing maintenance issue."*

RSA says that during Mr B's previous claim, he was paid for four roof and two windowpanes which had been cracked but declined any additional works to the structure because of the poor pre-existing condition. It says that although some external beads have been replaced, images of the conservatory internally clearly show the structure is generally old and suffering from movement, which was known to Mr B and evidenced by previous putty repairs.

The survey report from the glazing specialist RSA sent to the property in May 2023 says:

"We have attended the site regarding the reported damage due to high winds. This is an old timber conservatory roof. a [sic] lot of wear and tear to the product. This is a wear and tear issue with multiple panes crack [sic] around the roof and front frame. This is from the natural movement in the timber over the years. And the glass becoming more brittle with age. The roof is fairly solid and with it being in between a main roof structure on 3 sides quite sheltered..."

Mr B's surveyor suggested damage to the glazing panes was as a result of storm damage with a mixture of debris hitting the surface and movement due to wind uplift.

However, RSA says there's no evidence to suggest these cracks were caused by flying debris, and they are consistent with rotation of the structure putting pressure on the glass. It says the whole roof should have been replaced previously after RSA pointed out the poor pre-existing condition during Mr B's previous claim.

The photographs support what RSA says about the structure of the conservatory being old and in poor condition. There's no evidence to show that the glass panes were damaged by falling debris. So, I don't think it's unfair for RSA to rely on the 'wear and tear' exclusion to decline Mr B's claim for damage to the conservatory.

Water ingress into the boiler room

Mr B also claimed for damage caused by water ingress into the boiler room.

RSA says the water ingress was of a longstanding nature and previous stain block repairs had been carried out. There is no evidence of damage to the roof, other than the areas already identified as being the result of gradual deterioration and poor previous mortar repairs.

RSA's surveyor's report says:

"On inspection of the boiler room, damage has been caused to the ceiling and walls. There has been rain water ingress over some time."

The surveyor's pictures appear to show the presence of mould on the walls and ceiling.

Given that the surveyor's visit was only a few days after the incident Mr B says caused the damage, I think it's reasonable for RSA to have concluded that the damage was due to a gradual cause.

In conclusion

I know my answer will be disappointing for Mr B. But having carefully considered the evidence provided by both parties, I think the damage Mr B is claiming for is likely to be as a result of gradually operating causes, which is a policy exclusion. So, I think it was fair and reasonable for RSA to have declined his claim.

My final decision

For the reasons I've explained, I don't uphold Mr B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 1 November 2023.

Anne Muscroft
Ombudsman