

The complaint

Mr N is complaining that Royal & Sun Alliance Insurance Limited (RSA) hasn't covered a claim he made on his buildings insurance policy.

Mr N has been represented by his son throughout the claim and complaint. But for ease of reference, I shall refer to anything his son has done or said as being done or said by Mr N. Further to this, RSA has also used a number of agents to manage the claim. But I shall also refer to anything the agents have done on behalf of RSA as being done by RSA.

What happened

In September 2022 Mr N contacted RSA to claim for damage to his property he says arose from a storm. He said there was water coming in through the roof which has in turn caused internal damage. He says RSA told him to repair the roof to minimise the risk of further damage. RSA ultimately declined the claim as it said the damage to the roof was down to wear and tear and it thought the damage internally had occurred due to a prolonged period of water ingress. Mr N didn't think RSA had handled the claim fairly for the following reasons:

- He says he was told to get the repairs done himself when he first called to report the claim. So he paid for the roof repairs himself. He doesn't think it's fair it later said it wouldn't cover the cost.
- He disagreed that the damage was down to wear and tear. He said water leaked through a lead-sheet covered box gutter. He said this had been replaced around 14 years beforehand by a qualified roofing contractor. He said this should have lasted at least 50 years. So he didn't agree it would have deteriorated in such a short period of time.
- He said he had a qualified roofing contractor inspect the roof who he concluded that the lead sheet on a box gutter had been damaged during the rainstorms and would require replacement at a cost of £6,000, which he paid.
- He said RSA's appointed agents said the claim should be paid, but this was overturned by RSA, which he doesn't think was fair.
- He said he was prevented from speaking with the claims team as he says RSA told him that the team in question weren't a consumer facing team.
- He highlighted RSA changed the claim type from 'storm damage' to an 'escape of water' claim, as he says he was told that this would mean the claim was more likely to be paid.
- He maintained that his policy covered loss or damage arising from storms, escape of water or accidental damage, which he says covers all the scenarios where his property was damaged.
- He said he asked RSA to provide evidence the damage arose due to wear and tear, but it was unable to do so as it only inspected the property after the repairs had been done.

Our investigator didn't uphold this complaint. Mr N didn't agree so the complaint's 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.

I've decided to not uphold this complaint and I'll now explain why.

I should first set out that I acknowledge I've summarised Mr N's complaint in a lot less detail than he has presented it. Mr N has also raised a number of reasons about why he's unhappy with the way RSA has handled this matter. I've not commented on each and every point he's raised but, instead I've focussed on what I consider to be the key points I need to think about. I don't mean any discourtesy about this, but it simply reflects the informal nature of this service. I assure Mr N, however that I've read and considered everything he's provided.

I think there are two core aspects of this claim – the damage to the roof and then the subsequent internal damage. I shall consider each point separately.

Roof damage

RSA initially considered whether the damage to the roof was covered under the policy's storm damage cover. But it said it wasn't because it didn't consider the damage was caused by a storm. I've thought about whether this was fair.

The terms of the policy don't define what is meant by a storm, so I've thought about whether the weather conditions, at the time Mr N says the damage occurred, would reasonably be considered to be a storm. In thinking about this, I think it's reasonable to say that that a storm generally involves violent winds, usually accompanied by heavy rain, hail or snow.

I understand that, on the day in question, the winds reached a maximum speed of around 31mph and a total rainfall of around 18mm over the course of the day. While I do not dispute that this was bad weather on the day, I'm not persuaded the strength of the wind or amount of rainfall were to the extent to be considered a storm. So, it follows, that I don't think it was unfair for RSA to say there wasn't a storm on the day in question and to say the damage wasn't covered under storm cover.

RSA then went on to consider whether the claim could be covered under the policy's escape of water cover. However, the terms of the policy sets out what cover it provides for loss or damage in these circumstances and says the following:

"WHAT IS COVERED

3. Freezing of fixed water or fixed heating systems.

Water escaping from washing machines or dishwashers, fixed water or fixed heating systems.

Oil escaping from a fixed heating system."

RSA said it reviewed the box gutter where the leak came from and it thought the box gutter was an integral part of the roof, which it said is attached to the roof structure and then feeds into a gutter and a downpipe. So it didn't think it was a fixed water installation and was part of the roof itself. I can't say that this is an unreasonable thing to conclude.

I recognise that it's cost a lot of money to put things right and I naturally sympathise with the situation Mr N has found himself in, but no insurance policy covers each and every eventuality. Ultimately, I can't say it was unreasonable for RSA to say that the damage to the roof was not covered under the terms of the insurance policy.

I note Mr N has disputed that the damage is down to wear and tear, but I don't need to make a finding on this. The primary issue is whether the damage is down to an insured event as

set out in the terms of the policy – in this case storm damage or escape of water. And, for the reasons I've set out above, I'm satisfied it wasn't.

I note Mr N says he was told to get the roof fixed to prevent the damage getting worse, but I haven't seen anything to support that. I've listened to the telephone calls Mr N had with RSA and its agents. Mr N initially spoke the home emergency department when first called to discuss the incident. He asked if he should get the roof fixed, but he was told he should contact RSA to see whether it was covered under his buildings cover. And the call handler didn't tell him to get it fixed.

I've listened to a further telephone call Mr N had with RSA where he says he was told to get the roof fixed by RSA's agent. In that call the call handler again set out that the claim hadn't been validated as of yet and didn't confirm it would get settled. Ultimately, I haven't seen anywhere that RSA said to Mr N he should get the roof repaired himself or told him it would settle the claim. I recognise that Mr N felt he had no choice but to get the roof repaired to prevent further damage, but I can't reasonably require RSA to refund the amount he's paid.

Internal damage

Under the terms of the policy, RSA will cover loss or damage that's considered to be accidental damage. Accidental damage is defined as "*Sudden, unexpected and visible damage which has not been caused on purpose.*" The key point here is that the damage needs to be sudden and unexpected.

RSA doesn't consider the damage to fall within the definition of accidental damage as it believes the damage occurred over a period of time. I've looked at the pictures of the damage which were taken around a week after the event and I can't reasonably say that it was unreasonable for RSA to conclude as it has. I can see that there are traces of mould in amongst the water damage and I think it's unlikely that this extent of damage would have occurred within a week and is more likely to have happened over a prolonged period of time.

Ultimately, I think it was fair for RSA to conclude that the internal damage wasn't down to a sudden or unexpected event. And, it follows therefore, that I don't think it was unreasonable for RSA to say that the damage wasn't covered under the terms of the insurance policy.

My final decision

For the reasons I've set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 7 August 2023.

Guy Mitchell

Ombudsman