

The complaint

Ms L complains about Royal & Sun Alliance Insurance Limited's handling of claims made under her home insurance after her roof leaked.

What happened

The background to this complaint is well known to both parties so I'll provide only a brief summary here.

Ms L has home insurance underwritten by RSA which covers her home and its contents, amongst other things.

She made a claim in April 2023 after she found that water was leaking into one of the bedrooms in the upper storey of her house.

Ms L said the roof had likely been damaged by storms in the period just before she discovered the leak. There had been Met Office warnings for the area due to the arrival of Storm Noa. And Ms L said the area had suffered high winds and heavy rainfall at the relevant time.

RSA sent a loss adjuster to inspect the damage. He reported no evidence of damage caused by storm or any other insured event. And on that basis, RSA declined the claim as it related to the roof itself.

However, because Ms L had accidental damage cover included as an optional extra in her policy, RSA accepted the claim as regards the damage to the house internally. They offered £850 (after the excess had been deducted) to cover the repairs to that damage.

Ms L wasn't happy that the claim for the roof repairs had been declined and made a complaint to RSA. She says the loss adjuster gave several competing explanations about how the leak had occurred. And she said he was rude and unprofessional.

She also said the same loss adjuster had attended when she made a claim two years previously (in fact, in February 2021). She said he'd concluded the leak on that occasion was due to poor maintenance or wear and tear and advised Ms L to get the roof cleaned – because it had significant amounts of moss growing on it.

Ms L says the roofer who then cleaned the roof also advised her to replace the mortar on the ridge tiles, which she then commissioned him to do.

On that occasion, RSA paid Ms L around £1,350 for internal repairs under the accidental damage cover included in her policy.

RSA didn't uphold Ms L's complaint. They said the damage to the roof wasn't covered because there was no insured event that could have caused the damage.

Ms L wasn't happy with this outcome, so she brought her complaint to us. She wants RSA to pay for the roof repairs currently required – she's sent us an estimate from a local roofer at

just over £1,400. She also wants them to pay for the roof repairs and cleaning carried out in 2021 – at a cost of almost £750.

Our investigator looked into it and didn't think RSA had done anything wrong in declining the recent claim as it related to the roof itself, or in the way they'd handled the previous claim in 2021.

Ms L disagreed and asked for a final decision from 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.

There's no dispute here about what the policy terms say or mean. Ms L is covered for damage caused by certain defined insured events or perils, such as storm. She isn't covered for damage caused by wear and tear or, simply, ageing – or by lack of maintenance.

These policy terms aren't unfair – insurance isn't there to pay for things that have simply gone past their useful life or worn out. Nor are they unusual – most if not all home insurance policies of this type will not pay out to replace things that have deteriorated over time.

RSA have paid out (in 2021) for damage to the inside of the home - and have offered at least to pay out for internal damage in 2023. This is because Ms L opted to take out cover for accidental damage – and no-one is suggesting that she or anyone else purposely damaged the walls and décor inside her house on either occasion.

So, RSA have acted fairly in settling – or offering to settle – those parts of the claims. Ms L has recently told us she thinks the offer of £850 to cover the damage caused in April 2023 is insufficient. However, she didn't raise that point as part of her complaint to RSA or in her initial complaint to us.

That means I can't consider that complaint point in this decision. The rules which govern the way we operate – the Financial Conduct Authority's dispute resolution (or DISP) rules - say we can't consider a complaint unless and until the business which is subject to the complaint has had an opportunity to resolve it with their customer themselves. We have absolutely no discretion to ignore those rules.

If Ms L wants to raise a complaint with RSA about the settlement offer for the internal damage in April 2023, she is entitled to do so. And if she's not happy with RSA's response, she can bring that complaint to us. But I can't look at that complaint now.

Going back to the damage to the roof itself, as I say, the policy terms are clear – and fair and reasonable. If Storm Noa, or other severely adverse weather conditions, caused the damage to the roof which led to the leak, then RSA should cover the cost of the repairs to the roof. Storm is an insured event under the terms of the policy.

But if the damage was caused by wear and tear, ageing and/or gradual deterioration, Ms L would not be covered for the repairs to the roof.

A storm is defined in the policy – perfectly reasonably – as a weather event severe enough that it may cause damage to otherwise sound and well-maintained buildings.

We've looked at the weather records for Ms L's area in the week she made the claim and the week before that. By any reasonable definition, there are no storms in the area over that

period. Wind speeds and rainfall are not severe enough that they might cause damage to buildings.

Storm Noa hit the UK around 10-12 days before Ms L noticed the leak and made the claim. And it was most severe in other areas of the UK. It's conceivable that wind speeds in Ms L's area at around that time may just about have reached the threshold for us to say there were storm conditions. RSA's final response to Ms L's complaint suggests wind speeds reached over 50 miles per hour 12 days before the claim was made.

It seems to me unlikely that Storm Noa caused the damage to the roof that only showed as a leak almost two weeks later. Ms L implies that insulation in her roof may have absorbed the water for a period of time.

I think that's unlikely, but I don't think it matters in the final analysis. I say that because even if there was a storm, an insured event, in the relevant period, the damage which has caused the leak in Ms L's roof was most likely not caused by a storm. I'll explain why I've come to that conclusion.

Ms L has provided an estimate for repairs from a local roofer. This says an inspection of the loft shows water marks on the hip beam and valley. It says there is no cement where the roof hips join, and the valley needs to be investigated after cleaning. The work so far identified – and costed – involves cleaning and re-bedding all the hips and ridges to the main roof as well as cleaning the valley of moss (which may lead to further repairs being identified).

On balance it's extraordinarily unlikely that Storm Noa – or any other weather event – caused the cement in some areas of the roof hip to disappear altogether and the cement in other areas to need replacing. And individual storms didn't cause moss to grow in the roof valley.

I'm satisfied then that on balance it's highly unlikely the damage to the roof was caused by an insured event. It's more likely age or deterioration in the cement holding the roof tiles in place. And it's certainly not unreasonable or unfair for RSA to assume that the damage wasn't caused by an insured event, on the basis of the evidence they currently have.

So, I can't reasonably conclude that RSA have acted in any way unfairly in declining the current claim for repairs to the roof itself.

Ms L hasn't fully explained why she thinks the previous claim, in 2021, is relevant. I assume she thinks that either the problem wasn't diagnosed properly in 2021, so necessary repairs weren't carried out – and this led to the more recent problems – and/or the repairs in both 2021 and 2023 should be covered because they are all related to damage caused by storms.

As I've already said, I don't believe the 2023 damage was primarily caused by a storm, although it is possible of course that heavy rainfall highlighted the existing issues with the roof.

I can't say it was unreasonable for RSA to decline the claim in 2021 either. The roofer who cleaned the roof identified a problem with the mortar on the ridge tiles and replaced it. That problem was most likely caused by gradual deterioration or ageing and wasn't the kind of damage that would be caused by a storm.

It wasn't for RSA at the time to tell Ms L exactly what repairs were needed. Their loss adjuster's job was to determine whether the damage was covered. He gave some advice – about the moss on the roof – which was sound. And there's no reasonable reading of the

policy which would suggest RSA should have paid to clear the roof of moss. When the moss was cleared, the roofer identified the problem with the ridge.

If the roofer – contracted and paid for by Ms L – didn't replace the ridge mortar very well (the current estimate suggests replacing it) and/or didn't identify that the same problems had already occurred - or were likely to occur - on the hip and valley (the current problem areas or potential problem areas), then that's not something for which RSA can reasonably be held responsible. Nor can RSA be blamed if the moss has returned in the roof valley.

In short, the problems Ms L has unfortunately experienced in 2021 and 2023 appear to be in all likelihood the result of an ageing roof and deteriorating mortar on the hip, ridge and valley. The fact that the mortar in all of those areas has needed replacing within a short space of time (at most two years) supports the idea that age and deterioration is the issue rather than damage caused by storm.

Ms L said RSA's appointed loss adjuster was rude and unprofessional in the way he dealt with her claim. We've listened to all available recordings of the relevant conversations and there's no evidence of that at all.

I am very sorry to hear about the problems Ms L has experienced with her roof. These things will always be difficult and stressful, particularly when we rely entirely on experts to identify the cause of any problems and to tell us what needs to be done to put things right.

But I can't reasonably say that RSA have done anything wrong in the way they handled the two claims.

My final decision

For the reasons set out above, I don't uphold Ms L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms L to accept or reject my decision before 19 September 2023.

Neil Marshall
Ombudsman