

The complaint

Mrs K complains that Royal & Sun Alliance Insurance Limited plc and their contractors have incorrectly assessed her claim for storm damage and not paid a fair settlement.

What happened

Mrs K held a buildings insurance policy with RSA.

In September 2022 Mrs K made a claim under her buildings insurance policy as her roof was damaged during a storm.

RSA appointed a contractor to visit the property and survey the damage. He reported that the storm had caused damage to the ridge tiles and some roof tiles. Some internal damage was also assessed and paid for and Mrs K is satisfied with that part of her claim.

Mrs K says that the external damage was more extensive than RSA said and included a broken chimney stack, broken and missing roof tiles, damaged soffits and a broken batten under the tiles that was caused by the aerial being blown off during the storm.

RSA's contractors initially offered a settlement of £1550 after the excess deduction and then increased this to £1751.40 after accepting that some of the soffits also needed replacing.

Mrs K was unhappy with this settlement offer and so RSA's contractor agreed to appoint their approved repairer to carry out the work. However, their lead time was three months and Mrs K was unhappy with this as winter was approaching and was worried her roof was liable to further leak if it wasn't repaired. She therefore submitted further quotes for RSA so that she could use her own contractor. RSA asked for a breakdown of these costs. Mrs K provided breakdowns but RSA didn't increase the settlement offer.

Mrs K was unhappy with this and so she raised a complaint.

RSA responded saying that they had reviewed the matter but under the terms and conditions of the policy they will only pay the lowest of either the cost of the repairs by their own contractor, or the lowest quote provided by the customer's nominated contractor.

Mrs K was unhappy with this and so she brought her complaint to us.

One of our investigators has looked into Mrs K's complaint and he thought that RSA had acted in line with the terms of the policy and settled the claim fairly.

Mrs K disagreed with our investigator's view, and so the case came to review.

I issued a provisional decision on the complaint. My provisional findings were as follows: When our service looks at a storm claim, there are three questions to consider:

- 1. Were storm conditions present on or around the date the damage is said to have happened*

2. *Is the damage consistent with damage caused by a storm?*
3. *Were the storm conditions the main cause of the damage?*

If the answer is yes to all three questions, then a claim will usually succeed.

Were storm conditions present

It is agreed by RSA that although the damage wasn't reported till September 2022, it was caused by Storm Eunice in February 2022.

Is the damage consistent with the damage caused by a storm

The photographs taken after the storm show that there are missing ridge tiles, and a fallen aerial. I'm satisfied that this is the sort of damage that could be caused by a storm.

Were storm conditions the main (or dominant) cause of the damage?

The initial surveyors report from September 2022 says that he thought displacement to ridge tiles and surrounding tile area were attributable to Storm Eunice but there were "previous issues not related to this". The scope of works allows for damage to five metres of fascias and soffits, removing ridge tiles and resetting, replacing where necessary, stripping and renewing clay tiles and battens where necessary and associated labour and clean up costs – the surveyors have costed it at £1696.63 including scaffold costs.

However, the report also shows that they considered that some of the issues related to the chimney stack and fascias were not storm related. Whilst the storm was the main cause of the damage, it wasn't the main cause of all of the damage.

Mrs K has paid her own contractor £3250 for all the repairs that she has had done, but I haven't seen a breakdown of these costs, so I'm unsure how this has been arrived at. She says she is unable to get a breakdown from the roofer who undertook the work. RSA say that the work that has been done extends beyond the scope of works, and the photographs after completion show work that they didn't consider was included.

So I've thought about whether RSA have acted fairly and reasonably in their assessment of the damage, and in the settlement they have offered.

There are two issues here – firstly what damage was it fair to include in the settlement and secondly, was the settlement offer for the damage included a fair offer.

I'm satisfied that RSA's surveyors have included the majority of the work required in their scope. However, I'm not satisfied that they have fairly excluded the chimney repairs related to the aerial falling down. They have said that photographs from google in 2012 show that there was no aerial – and so it can't be included. I accept that there is no visible aerial in the 2012 picture. However, this was 10 years before the storm and so it is too old to be reliable. In addition, Mrs K has provided us with a picture from after the storm, showing the aerial lying in the valley of the roof, still attached to the pole by the aerial wire. Mrs K has also provided testimony that she lost her television signal following the storm. On that basis I'm prepared to accept that the damage to the chimney and the tiles was caused by the falling aerial as a result of the storm.

The fascias and soffits were originally excluded by the surveyor, but later included for a 5m stretch. That would seem to cover the length of fascia board that it appears needed replacing in the photographs. And so I'm satisfied that there is sufficient inclusion for the fascias.

So, taking the above into account, I've then considered whether RSA's settlement offer of £1751.40 (after the deduction of the £100 excess) was fair and reasonable.

The policy says:

How much we pay if you go ahead with repairs, and if you don't. Where repairs are carried out, the amount we'll pay will be either:

- The cost of the work if it was carried out by our nominated contractor, or*
- The cost of the work based on the most competitive estimate or tender you got from your nominated contractors.*

We'll pay whichever's the lower amount.

The sum that RSA's surveyor came to was £1851.40

Mrs K obtained three quotes for work. These were:

- £3250 to include replacement of all soffits and fascias, renew some guttering, replace broken tiles, ridge tiles, and repair the damaged chimney stack.*
- £4400 to replace fascias, soffits and guttering, replace a line of hips and cap the chimney.*
- £7320 including replacement of soffits and fascias, ridge tiles, roof tiles, the chimney stack and scaffolding.*

These quotes all included significant sums for replacement of soffits and fascias and are not all broken down in the same way, so it's not easy to see from these quotes exactly what is quoted for the items in the scope of work. So I don't think these quotes can be relied on to accurately reflect the cost of repairing just the storm damage. In addition, the company who actually undertook the work haven't provided a breakdown, or a full invoice – which would have been the best way of establishing the cost.

I also note that the photographs of the roof after the work was completed show that all the hip tiles have been removed and renewed, when the damage was only to a small section of around three tiles at the bottom of the hip, and so it does appear - as RSA have stated - that some of the work completed went further than rectification of the storm damage.

In view of this, I think that the fairest way to settle this claim would be for RSA to pay the settlement amount that is quoted in their surveyor's report, but to include an additional amount for the repair of the chimney stack, which for the reasons I have said above should be included.

As RSA haven't quoted for the chimney stack repair, I've looked at the quotes obtained for some guidance here, and they all seem to indicate that the chimney stack repair would cost around £300, so I am minded to add £300 to the settlement figure offered, making the total settlement £2151.40 before deduction of the excess.

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.

Both Mrs K and RSA have responded. RSA have accepted my decision, and Mrs K has no further comments to make, so in the light of this I'm making my final decision in line with my provisional findings.

Putting things right

In order to put things right, I think RSA should pay Mrs K a settlement figure of £2051.40 after the deduction of the excess.

My final decision

My final decision is I am upholding Mrs K's complaint and directing Royal & Sun Alliance Insurance Limited to put things right as outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 11 January 2024.

Joanne Ward
Ombudsman