

## **The complaint**

Mrs G and Mr G complain about Royal & Sun Alliance Insurance Limited ("RSA") and the decision to decline the storm damage claim they made on their home insurance policy.

Mr G has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any comments made and actions taken by both Mrs G and Mr G as "Mr G" throughout the decision.

## **What happened**

Mr G held a home insurance policy, underwritten by RSA. Unfortunately, on 24 November 2022, Mr G noticed water coming into his loft from either side of a chimney stack installed on his roof. Initially, he made a claim on the Home Emergency aspect of his insurance, and he was told due to costs of a potential repair and the limits applied to this aspect of his policy, he should look to claim on his home insurance policy instead. So, on 1 December, Mr G contacted RSA.

On the same day, RSA instructed an independent surveyor, who I'll refer to as "B", to inspect Mr G's home on 5 December. This inspection took place and B compiled a report recommending RSA decline the claim in full, stating there was no storm damage present when they attended.

RSA considered this report, alongside weather reports of Mr G's area around the time he noticed the initial water ingress. And having done so, they didn't think there was evidence of storm conditions. So, they declined the claim. Mr G was unhappy about this decision, so he raised a complaint.

Mr G didn't think RSA's decision to decline the claim was fair. He disputed their belief that storm conditions weren't present, and he explained the nearest weather stations didn't accurately depict the weather in his specific area at the time. And he didn't think B had checked the entire area of the water ingress, so he didn't think RSA were fair to rely on B's report. Because of this, Mr G wanted RSA to instruct a new surveyor to inspect the entire chimney stack. And he felt this would identify storm damage so at this point, he would want RSA to cover the claim and the necessary repairs.

RSA responded to the complaint and didn't uphold it. They explained for a storm damage claim to be accepted, it would first need to be evidence that there were storm conditions present in Mr G's area on the date the damage was believed to have taken place. And they didn't think there was on this occasion. So, because of this, and when considering B's report, they thought their initial decision to decline the claim was fair and they didn't offer to do anything more. Mr G remained unhappy with this response, so he referred his complaint to us.

Our investigator looked into the complaint and didn't uphold it. They explained they had checked the weather reports on the database used across the industry for Mr G's area on the date the damage was caused, as well as the days surrounding it. And having done so, they didn't think there were windspeeds or rainfall that met our services criteria to qualify as

storm conditions. So, without the presence of storm conditions, they didn't think they could say RSA had acted unfairly when declining Mr G's claim for storm damage.

Mr G didn't agree. And he provided detailed representations explaining why he felt storm conditions were present. These included weather forecasts, an overview of rainfall in November 2022 and another weather report obtained online showing weather conditions at a nearby airport. Our investigator considered these representations, but their view remained the same. Mr G continued to disagree and so, the complaint has been passed to me for a decision.

### **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'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact this complaint has had on Mr G. I appreciate it would've been alarming and upsetting for Mr G to find water entering his property, and potentially even more so considering his continued use of his loft area, where the water ingress was located. And I recognise Mr G took out his home insurance policy on the understanding that this policy would help assist him both financially and emotionally in a situation such as the one he found himself in. So, when RSA declined Mr G's claim, I can appreciate the upset this would've caused. And I can understand how this would be made worse considering Mr G's own belief that storm conditions were definitely present at the time the water ingress began.

But for me to say RSA should do something more, such as commission a new surveyor's report or overturn their original claim decision, I first need to be satisfied they've done something wrong. So, I'd need to be satisfied they failed to act in line with the terms and conditions of the policy Mr G held when declining the claim. Or, if I think RSA did act within these, that they acted unfairly in some other way. And in this situation, I don't think that's the case.

For any claim to be accepted on an insurance policy, the onus is on a customer to show that there was an insured peril that caused the damage being claimed for. In this situation, I can see in Mr G's notification to RSA he explained his belief that the water ingress had been caused by storm conditions damaging his roof, or more specifically his chimney stack.

For storm damage claims, it is standard industry approach for three questions to be considered when deciding whether a claim should be accepted. And our service follows the same approach when considering complaints about these types of claim, where a claim has been declined. So, for our service to decide a claim should've been accepted, we need be satisfied that answer to all three questions is yes.

These questions are:

1. Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Is the damage claim for consistent with damage a storm typically causes?

3. Were the storm conditions the main cause of the damage.

When considering the first question, we consider weather reports from a specific weather report provider, who I'll refer to as "E". And it is common industry practice for this same provider to be used by insurers when deciding whether to accept or decline a storm claim.

I have used the reports provided by E to consider the weather conditions in Mr E's area on and around the 24 November 2022 met our service's criteria of a storm. Between 21 – 27 November 2022, E reports that the peak wind speed in the area local to Mr G was 42 miles per hour (mph). And this wind speed doesn't meet our service's criteria of a storm. I think it's also worth pointing out that this was recorded on 26 November. So, two days after the water ingress began.

Specifically on 24 November 2022, the day the damage occurred, E reports the peak wind speed was recorded at 37mph, which again falls below our service's criteria for storm conditions. And in terms of rainfall, I can see that in the week around 24 November 2022, the peak hourly rainfall was recorded at 4mm, which wouldn't be classed as significantly heavy rainfall that would in any way indicate a storm was present.

So, based on the information above, I don't think I'm able to say RSA have acted unfairly when deciding storm conditions weren't present on and around the date of damage. And because of this, I think RSA have acted fairly, and in line with the policy terms and conditions, when declining the claim Mr G made on the storm related peril included within his policy.

I understand Mr G won't agree with this. And I want to reassure Mr G I've carefully assessed the representations he's made. Of the links he provided, two of these referred to weather forecasts, rather than actual weather reports that report the weather as and after it happened. So, these haven't impacted the decision I've reached. And I also note one of the links report rainfall over the November period, and it refers to rainfall across the UK rather than his specific area alone. So, for both of those reasons, again this hasn't impacted the decision I've reached.

But I do note one of the links Mr G provided did provide weather information recorded at a local airport weather station, five miles away, from a different website. And that within this information, there is a graph that suggests wind speeds were higher on the day in question. But crucially, the graph shows the wind speeds in kilometres per hour, rather than miles per hour which our service and standard industry approach considers when thinking about storm conditions. And when this graph is converted to miles per hour, it provides the same wind speeds as recorded by E. And I would expect this to be the case, as both E and the report Mr G sourced have used the same weather station to gather the data, located five miles from Mr G's home at a nearby airport. So, I don't think this alters the decision I've reached.

I do understand Mr G's comments about the affect this distance may have, and that the location of his home is more exposed to the elements. But many customers will no doubt find themselves in similar situations. And this is why standard industry approach, and the approach of our service, centres around the information compiled by E to ensure every customer is treated the same in a similar situation. And the information compiled by E uses several different weather stations to try and ensure its information is as accurate as possible. So, I wouldn't expect RSA to disregard the information provided by E regarding the weather conditions in Mr G's area at that time, nor do I think they were unfair to rely upon the information E provided.

And as I don't think there were storm conditions present, I don't think any damage present on Mr G's roof, or around his chimney stack, can be attributed to a storm. Because of this,

while I appreciate Mr G is unhappy B was unable to assess all of the roof, I don't think Mr G has been negatively impacted because of this.

I appreciate Mr G feels B's inability to assess the whole roof means he has been unable to use B's report to claim on his home's NHBC warranty. But B's report wasn't commissioned to provide Mr G with information that would allow him to claim through the NHBC. And RSA have no obligation under to the terms of the policy Mr G held to provide this information either.

Should Mr G wish to make a claim on his NHBC warranty, it would be Mr G's responsibility to obtain a report that the NHBC feels satisfies their own criteria. And it would be Mr G's responsibility to cover the costs of this report or to come to an agreement with the NHBC about the costs of this.

So, for all of the reasons I've outlined above, I won't be asking RSA to do anything more on this occasion.

### **My final decision**

For the reasons outlined above, I don't uphold Mrs G and Mr G's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 9 August 2023.

Josh Haskey  
**Ombudsman**