

## **The complaint**

Ms P and Mrs H are unhappy that U K Insurance Limited (“UKI”) has declined a claim they made under their buildings insurance policy.

UKI appointed agents when dealing with Ms P and Mrs H’s claim. UKI accepts responsibility for these agents. So, any references to UKI include its agents too.

## **What happened**

Ms P and Mrs H held a home insurance policy with UKI that provided cover for various risks.

In June 2023, Ms P and Mrs H said they discovered water ingress to one of their bedrooms which caused their floor to warp. So they made a claim to UKI.

UKI appointed an agent, who I’ll name B, to visit Ms P and Mrs H’s property and review the damage. B provided a report, based on what it observed at the address. B believed that the damage had been caused gradually over time. UKI reviewed this and declined the claim.

Ms P complained about the outcome. UKI considered her complaint but maintained its position. It said that there weren’t storm conditions at the time of the loss and it thought that the damage must have happened gradually or by way of wear and tear, which is excluded by the policy.

Ms P sent in further evidence from a builder to support her belief that rainfall from a storm had caused the damage to her floor. UKI considered this but didn’t agree.

Ms P didn’t think this was fair, so she referred the complaint to the Financial Ombudsman.

Our investigator reviewed the complaint and didn’t think it should be upheld. She thought UKI had acted fairly in declining the claim, in line with the policy terms and conditions.

Ms P didn’t agree. She said the damage to the floor had happened overnight following a storm, and she noted that her builder supported this. She also said she takes care to maintain her property.

As Ms P didn’t agree, this case 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 haven’t upheld Ms P and Mrs H’s complaint for broadly the same reasons as our investigator.

I know this will be disappointing for Ms P and Mrs H, and I'm mindful of the costs they've incurred to repair their home. But I'd like to reassure the parties that I've considered all the information and evidence provided to me when coming to my decision – and I've explained why I've reached this decision below.

The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether UKI acted in line with these requirements when it declined Ms P and Mrs H's claim.

I've also reviewed Ms P and Mrs H's policy documentation, to see what cover this provided. While it provided cover for damage to their home, as is usual with insurance policies of this nature, it didn't provide cover for every scenario. Instead, it covered damage caused by one of the events listed in the policy.

The events listed in the policy included damage caused by situations such as storm, theft or flood. Ms P and Mrs H say the damage was caused during stormy weather. UKI says there weren't storm conditions at the time of the loss, and that the loss was instead caused gradually by maintenance issues and general wear and tear. So I've needed to consider whether UKI acted fairly in reaching those conclusions.

When looking at complaints about storm damage, we consider the following three questions:

- Has it been proven, on balance, that there were storm conditions on or around the date the problem occurred?
- Is the nature of the damage consistent with storm damage?
- Were the prevailing weather conditions the dominant or main cause of the damage?

If the answer to all of the above questions is 'yes', the claim would be covered. But if the answer to any of the above questions is 'no' then the claim won't succeed. So, I've considered these questions when coming to my decision.

Ms P and Mrs H's policy doesn't define what a storm is. But UKI says it generally defines a storm as:

“A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph) or,
- Torrential rainfall at a rate of at least 25 mm per hour, or
- Snow to a depth of at least one foot (30 cm) in 24 hours, or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass”

I think this definition is reasonable and is within the view our service usually takes of what constitutes a storm.

I've considered the weather conditions around the time of the loss by reviewing weather reports. These show the weather conditions featured peak wind speeds of 28 mph and maximum rainfall of 5.6mm per hour.

I appreciate Ms P has said there was a storm at that time. But I don't consider the weather conditions to have been severe enough to be a storm under the above definition. Because of this, I'm satisfied the answer to the first question is 'no.' As this means the answer to one of the above questions is 'no', I'm satisfied UKI acted fairly in declining Ms P and Mrs H's claim under the storm peril of their policy.

As there was no storm – the answer to the last two questions doesn't change the outcome of this complaint. But, for completeness, I've reviewed the reports and evidence provided by both parties. Having done so, I'm more persuaded by UKI's position that the weather highlighted an existing maintenance issue with the property, and that the damage more likely happened gradually.

I say this because UKI's appointed representative investigated and believed that the water ingress happened over a period of time. UKI reviewed this further along with the photos provided and believed the damage wasn't consistent with a one-off ingress of water as it wouldn't expect the floor to warp to the extent that it has if that were the case. UKI also noted that the weather conditions in the week leading up to the loss didn't feature one-off rainfall heavy enough to suddenly warp a wood floor in this way. I appreciate Ms P says the floor warped overnight. But I haven't seen any expert evidence that contradicts the findings of UKI's appointed representative. And, reviewing the photographs provided, I think UKI took a reasonable view of the available evidence.

I have considered the evidence provided by Ms P's builder, who said the following:

"On the day of the torrential rain the water poured into the door and then into the concrete of the third bedroom. This was due to the failure of the door seal and the silicone between the low door threshold and the concrete step. If it was a small amount of water the concrete would have absorbed it. Instead, the concrete could not absorb it all and the membrane between the concrete and the wooden floors got wet. This spread to the wooden floor and it raised as a result".

His comments about the damage happening on the day of the torrential rain in my opinion do not add weight to Ms P's belief that the damage happened overnight. I say this because I think his comments would have been based on what Ms P told him rather than on direct observations at the time of the loss. And I've already said that the weather reports don't show the rain as being especially severe. Further, I don't consider his explanation of how the damage happened to be inconsistent with UKI's explanation. He has said that the water entered the property by way of a failed door seal and silicone. While this does provide a mechanism for the damage, it doesn't address whether or not the damage happened suddenly or gradually. So I don't think his report is enough to outweigh the findings of UKI's representative.

Given the absence of storm conditions, I don't consider UKI acted unfairly in concluding that the rain highlighted existing maintenance issues with the door, and that the damage to the floor happened gradually. So I don't think it was unreasonable for UKI to have reached the conclusions it did.

I've also checked the remainder of Ms P and Mrs H's policy, to see if there were any other perils relevant to their loss. I'm aware Ms P and Mrs H held cover for accidental damage – which their policy defined as "sudden and unintentional physical damage that happens unexpectedly". But, UKI have raised exclusions that apply to the whole policy – including to the accidental damage cover – namely, that the policy doesn't cover wear and tear or any damage caused gradually. As above, I'm persuaded by the evidence UKI has provided that the damage to the flooring more likely happened over time, and further that the underlying

cause of this was wear and tear of the door surround. So, I'm not persuaded that there's coverage for Ms P and Mrs H's losses elsewhere in their policy.

As I don't think UKI has acted unfairly in its decision to decline Ms P and Mrs H's claim, I don't require UKI to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Ms P to accept or reject my decision before 28 March 2024.

Chris Woolaway  
**Ombudsman**