

The complaint

Miss R complains that U K Insurance Limited (UKI) declined a claim she made under her buildings insurance policy.

What happened

In January 2023 Miss R made a claim to UKI, her building insurance provider, for storm damage after water came through her ceiling following bad weather.

UKI arranged for an inspection of Miss R's property to be carried out. However, UKI declined the storm damage claim on the basis there was no visible damage to the roof and they said there had been gradual water ingress over an extended period of time. Miss R didn't agree and UKI arranged for a second inspection to be carried out. However, following this, the claim decision was ultimately maintained.

As Miss R remained unhappy with UKI's claim decision, she approached this service.

When the case was with us, Miss R made us aware that she'd spoken to her contractor who had said they'd previously discovered her attic was wet, and this was prior to when she thought a storm had caused the damage. So, she said she didn't think it was storm damage. But Miss R said the claim should still be covered under her policy in any event.

One of our investigators looked into things but she didn't think the complaint should be upheld. She didn't think the damage being claimed for was covered either under the storm damage or accidental damage sections of Miss R's policy. Therefore, she didn't uphold the complaint.

Miss R didn't agree so the case was passed to me for a final 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, whilst I appreciate it'll come as a disappointment to Miss R, I'm not upholding her complaint.

Amongst other insured events, Miss R's policy provides cover for storm damage, and separately, accidental damage. I'll consider each of these parts of the policy separately.

Storm damage

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?

- Was the storm the main or dominant cause of the damage?

UKI accepts there were storm conditions shortly before Miss R made a claim. As this point isn't in dispute, I don't need to decide whether there was a storm or not. But for completeness, there were high winds, along with rainfall.

But just because there were storm conditions, that doesn't automatically mean any claim made for damage at that time would be covered. Instead, the storm needs to be the main or dominant cause of the damage, rather than highlighting an existing issue. And an ingress of water causing damage *could be* storm type damage, in the right conditions. But an ingress of water could also highlight a pre-existing issue with a property.

However, Miss R said to this service in July 2023 (and also made UKI aware too):

"...he mentioned that when he was in the attic doing some rewiring he/his workman/or both lifted my carpet in the attic and found it to be wet. This was pre-severe storm in January."

And Miss R said that she recognised this would be detrimental to her storm damage claim and that her flat wasn't watertight prior to the storm. So, it seems that Miss R accepts that the storm wasn't the sole cause of water ingress as she appears to accept that it had also entered before then too. But Miss R has also said she expects both her roof and/or internal repairs to be covered by her policy.

UKI's contractors were unable to find any evidence of external damage to the roof, which was consistent with storm damage, such as missing or broken tiles. And they were of the view that there had been a long-term ingress of water due to the roof requiring maintenance. And the bad weather had further highlighted this issue.

When disputing the claim decision with UKI, Miss R provided a copy of her homebuyer survey which she says supports her position that there wasn't a pre-existing issue. I've considered this report, but I'm afraid I don't agree.

The homebuyer report lists items as either a category one, two or three. This is outlined as:

Category 3

Urgent repairs or replacement are needed now. Failure to deal with them may cause a problem to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

Category 2

Repairs or replacement requiring future attention, but estimates are still advised.

Category 1

No immediate action or repair is needed"

And the survey also contained a warning which said:

“Warning

If left unattended, even for a relatively shorty period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property.”

So, this outlines that any issue which is category two or three needs further consideration by the home buyer - Miss R here.

The homebuyer survey identified:

“Dampness, rot and infestation

Repair Category 3

Damp staining evident to wall and ceiling finishes. Signs of woodwork infestation noted to flooring timber within the rear bedroom.

In view of this, it is recommended that a timber and damp specialist carries out a full inspection of the subjects and carries out all repairs necessary to guaranteed standards.

Damp staining was evident to roofing timbers.”

So, this outlined there was damp staining to wall and ceiling finishes, along with the roofing timbers, indicating an existing issue and previous water ingress, with a repair category of three.

The report also identified:

“Roofing including roof space

Repair category 2

General maintenance, overhaul and repair of the roof coverings is now necessary and it should be appreciated that this type of roof covering, due to its age, will require constant maintenance in the future.

Moss growth evident to roof tiles. Cast iron skylight is corroded.

Staining evident to roofing timbers.”

So, this said the roof required general maintenance, overhaul and repair and it was *now necessary*, and staining was also evident to the roofing timbers. This also indicates an existing issue with the roof and existing and ongoing water ingress.

Therefore, taking into account the homebuyer report, I think this demonstrates a longer-term issue with Miss R's property was identified prior to the claim, including water ingress.

The report also mentioned weathered stonework to the chimney (repair category two), and defective external render (repair category three), both of which can also cause water ingress and a property not to be watertight.

Miss R says that the area listed as category three isn't connected with the damage here that she is claiming for, and she says category two applies instead. But either way, only a category one would mean there wasn't an issue identified. Further supporting this, both areas in the report list damp staining to the roofing timbers which shows there was an existing water ingress issue when the survey was carried out, some time before the storm.

So, along with Miss R's contractor saying they found wet carpet prior to the date the storm occurred (and the claim was made), the homebuyer report also outlines existing issues, supporting that there has been water entering over time too, and prior to the storm. I've also seen the images taken by UKI's surveyor, and I think they also support that there has been a longer-term ingress of water too.

Miss R's policy excludes:

"Just like most insurers we don't cover:

- *wear and tear*
- *maintenance and routine decoration*
- *loss or damage as a result of the lack of maintenance and/or routine decoration*
- *any damage caused gradually"*

Having considered all the information provided, I'm not persuaded that there is a valid claim under Miss R's policy for a one-off event of storm damage. Instead, I think the storm highlighted that there was an already existing issue of longer-term water ingress and gradual damage due to wear and tear, which is excluded.

With this in mind, I don't think UKI has acted unfairly by declining the claim under the storm damage cover.

Accidental damage

Miss R's policy also covers accidental damage. This is defined as:

"Accidental damage is sudden and unintentional physical damage that happens unexpectedly."

However, I don't think this section of cover applies here either.

I agree that it could be deemed unintentional damage, but I don't think it could be said that it was either unexpected or sudden. This is because the homebuyer survey already highlighted the fact that there was previous water ingress due to a pre-existing issue which required attention. So, it would have been likely to have continued to occur, and Miss R was made aware of this by the homebuyer survey some time before making the claim.

In addition to not meeting the definition of accidental damage, as outlined above, the policy doesn't cover loss or damage as a result of wear and tear, gradual damage or due to lack of maintenance.

With the above in mind, I don't think UKI has acted unfairly by declining Miss R's claim. Therefore, I won't be directing them to do anything further.

My final decision

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 Miss R to accept or reject my decision before 9 April 2024.

Callum Milne
Ombudsman