

The complaint

Miss H has complained that Fairmead Insurance Limited (Fairmead) unfairly declined a claim under a home insurance policy.

What happened

Miss H contacted Fairmead to make a claim when she found storm damage to her property. Fairmead sent a surveyor to assess the damage. The claim was declined because the damage was found to be the result of nail fatigue, which wasn't covered by the policy.

Miss H complained to Fairmead. When Fairmead replied, it didn't uphold the complaint. It said the roof damage was found to be the result of wear and tear. It also said the internal damage wasn't covered because of a specific exclusion under the policy.

So, Miss H complained to this service. Our Investigator didn't uphold the complaint. She said the expert evidence showed that the main cause of damage was wear and tear, which wasn't covered by the policy. She said it was reasonable for Fairmead to decline the claim.

As Miss H didn't agree, the complaint was referred to me.

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 don't uphold this complaint. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there was a storm around the time of the damage. However, I've looked at the weather conditions and I'm satisfied there were storm strength winds. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. As part of that, I'm aware Miss H has said Fairmead should contribute to the roof repair costs because even if there was nail fatigue, it wasn't 100% the cause. However, to be clear, I'm considering what the main cause was. This doesn't mean the damage had to only be caused by that.

Fairmead's survey found there were slipped roof tiles. The report said "*the surveyor noted condition of the roof is poor - nail fatigue is evident with rotted nails allowing slates to slip gradually over a period of time*". The surveyor said the roof was suffering from age related deterioration. The surveyor also took photos that supported these findings. The policy said it didn't cover wear and tear and gradual deterioration. Miss H also hasn't provided any evidence to show these findings were unreasonable. So, I think it was fair for Aviva to decline the claim for storm damage.

I've also looked at whether there was any other cover available under the policy, including for the internal damage. Miss H had accidental damage cover. This type of cover doesn't include damage caused by wear and tear. The policy also said the accidental damage cover didn't include cover for water entering buildings. So, there wasn't cover under this part of the policy. I'm satisfied it was reasonable for Aviva to decline the whole claim as there wasn't cover for any of the damage under the policy.

Based on everything I've seen, I don't uphold this complaint or require Fairmead to do anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 5 June 2024.

Louise O'Sullivan
Ombudsman