

## The complaint

Ms G complains that UK Insurance Limited have unfairly declined her claim for storm damage to her property.

## What happened

Ms G had a buildings insurance policy with UKI.

On 16 November 2022 Ms G made a claim for storm damage to her roof, and UKI sent a surveyor to inspect the damage on 22 November 2022.

Ms G obtained 2 quotes for the repairs in December - one for a full re roof and the other for repairs.

UKI then refused the claim saying that there were no storm conditions in the four weeks prior to the claim, and that in the surveyor's opinion, the damage was caused by the breakdown of natural materials, rather than storm conditions, and this had led to the ingress of water. Ms G complained to UKI about the decision to decline the claim and also about the attitude of the surveyor who visited the property.

In their final response on 16 December 2022 UKI said that there were no storm conditions in the four weeks prior to the incident, and that the damage to the roof had occurred due to natural breakdown of materials, i.e. wear and tear. However, they awarded Ms G £50 by way of an apology for the attitude of the surveyor.

Ms G was unhappy with this and brought her complaint to us.

One of our investigators has looked into Ms G's complaint and she thought that UKI had acted fairly declining the claim.

Ms G disagreed with our investigator's view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:

*In this case I have to consider whether UKI have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.*

*Having considered all of the evidence carefully, I'm not proposing to uphold Ms G's complaint – but my reasoning explained below is different to that of the investigator, and so because of that, this decision will be provisional and I'll give both sides a chance to comment before I make a final decision.*

*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.*

*So, I've firstly looked at whether storm conditions were present. Ms G's policy booklet doesn't provide a definition of what weather conditions are severe enough to constitute a storm, and so where there is no definition we use a standard approach which says that a storm has to be violent winds, usually accompanied by rain hail or snow.*

*Our investigator checked the weather reports for the area for the four weeks prior to the claim, and I can see that according to Eurotempest the highest wind speed that was reached was on 1 November 2022 and was 40mph accompanied by 1.6mm of rain hourly. These readings were taken from Kew Gardens weather station, which is approximately 1 mile from Ms G's house. This wind speed wouldn't be sufficient to meet the definition of a storm – which is why the investigator agreed with UKI.*

*Ms G then disputed this saying that UKI told her that there had been storm conditions when she rang up to make her claim, and also that she had enquired with the Met Office who told her that there were winds speeds of up to 51mph on 1 November. In view of this I've also checked the Weathernet records. These show only moderate winds on the days leading up to 16 November, but they do record wind speeds of 55mph on 1 November 2022 with a description of "Storm force gusts 0400; Severe gale force gusts 0300 & 1300", with three claims recorded in the area.*

*Winds of that speed would be sufficient to be classified as a storm – so I am satisfied that there were storm conditions in or around the date leading up to the claim – which is where my opinion differs from that of the investigator.*

*So I've then gone on to consider whether there is evidence of damage consistent with the kind of damage caused by a storm, and whether the storm is the main cause of the damage. I can see that UKI sent out a surveyor to assess the cause of the damage to the roof. The report includes many photographs of the roof which show its general condition. The photos show cracking and slipped tiles, missing mortar, lifted lead flashing, and moss growth.*

*The surveyor's opinion on examination of the roof was that the damage was caused by the natural deterioration of materials - in other words, by wear and tear, rather than a one off weather incident.*

*Ms G has provided two quotes for the repairs one is for £14,400. and is for a whole new roof and the other is for £4500 for repairs.*

*As the quote for the whole roof doesn't comment on what is storm related work, I have only considered the quote for repairs. It says "After being called out to inspect the storm damage, I can confirm the following will need doing. Tiles have been blown off in area to the back of roof and front also tiles dislodge. Cement fill missing at base of stack. Ridge and hip tiles will need uplifting and re-bedding in areas to replace tiles. We will need scaffolding installed due to back lower roof. We will replace all broken tiles, re bed the ridge tiles where tiles replaced, re-laid dislodged tiles and install new lead at base of stack."*

*I have reviewed this opinion alongside the photographs and the report of the surveyor. I am satisfied that on balance, the surveyor's opinion that the damage is as a result of wear and tear is fair. I say this because where tiles have slipped, I would expect to little or no discolouration in the tiles beneath – but the exposed tiles also looked weather worn, and many of the damaged tiles looked more crumbling than broken, which supports the surveyor's opinion that the deterioration is something that has happened over time.*

*It seems more likely that the heavy rain recorded on 3 November 2022 has highlighted pre-existing issues with the roof through water ingress as a result of a lack of maintenance. Under the terms of the policy at page 7 it says, "just like most insurers we don't cover wear and tear, or any damage caused gradually", and so I again think UKI have acted fairly in line with the terms and conditions of the policy in declining this claim.*

*Unfortunately, although there is interior damage from this ingress of water, as it wasn't caused by storm, it would only be covered if Ms G had accidental damage cover on her policy which she doesn't.*

*I can understand Ms G's frustration and she has complained that the surveyor's attitude upset her further. I understand that UKI have awarded £50 by way of apology for this, and I think that is fair.*

### **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 parties have responded to my provisional decision. UKI have nothing further to add. Ms G has responded that she thinks that the damage is consistent with a storm and the primary cause is the storm, and that this part of the house has been affected before and repaired. She has provided a quote and some messages with the roofer to support this. I've considered these. The quote relates to flat roof repairs that were done in 2010, but the damage being claimed for here is to the tiled pitched roof, so I can't say that this is relevant evidence of the tiled roof being maintained.

There are further messages with the roofer in 2015 asking him to come and have a look at a leak, but there is no evidence that work was undertaken, so again that doesn't help here.

So, although I have taken account of these comments, I am making my final decision in line with the provisional decision for the reasons given above.

### **My final decision**

My final decision is that I'm not upholding Ms G's complaint about UK Insurance Limited, and so they don't need to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 12 August 2024.

Joanne Ward  
**Ombudsman**