

The complaint

Mr N complained that his claim for damage (following several storms) was unfairly declined by U K Insurance Limited (“UKI”) under his home insurance policy.

What happened

After a prolonged period of bad weather, where several different storms were recorded, Mr N’s property suffered damage because of high winds and rain causing movement to his stonework. Mr N commissioned his own structural engineer to fully ascertain what caused the damage, and to support robust repairs to his home.

The initial damage weakened the structure and allowed further deterioration in the mortar, which eventually led to the stone collapsing, causing damage to Mr N’s balcony.

UKI didn’t inspect the damage but relied on the report provided by Mr N’s own surveyor. UKI said *“The claim has been declined. The evidence of damage is not related to storm damage but general wear and tear. The size and weight of the large stones would not be moved by continuous winds unless the winds were of excessive speeds, which we have no evidence of in the area. The structural report details the possibility of water ingress over a period. The primary reason for the initial stone collapse was accidental damage following the escape of water. PH does not have accidental damage cover to their policy.”*

From our investigations we can see that the [policyholder] has contacted us numerous times. Unfortunately, we were about two weeks behind when viewing activities. Regarding the email the PH never received which we since sent to him, we did explain this was down to a system issue which is unacceptable. Also, [policyholder] has emailed numerous times to which our claims team have not responded. In recognition of this we’ve awarded the [policyholder] £175 redress”.

Mr N would like his claim settled, including his share of the costs in making his property safe and the costs of returning it to its pre-damage state.

Our investigator decided not to uphold the complaint. He said *“UKI declined your claim in-line with the policy terms and conditions, and I’ve seen no evidence the claim was a result of a one-off insured event”.* Mr N disagreed, so the case has been referred to an ombudsman.

My provisional decision

I made a provisional decision on this on 8 August 2024. I said:

“When our service looks at a storm claim, there are three questions to consider:

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. Was the damage claimed for consistent with damage a storm typically causes?*
- 3. Were the storm conditions the main cause of the damage?*

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Mr N's surveyor has listed several storms which occurred in the preceding 12 months or so, that likely contributed to the damage. So, I will consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

I have read through the expert's report in detail. The expert has said the storm could've caused the damage that was observed. In the absence of any other expert reports, I'll move to the next question.

Were the storm conditions the main cause of the damage?

UKI has indicated it thinks it more likely wear and tear has caused the damage rather than a storm.

As UKI didn't inspect the property, I only have the structural engineer's report to base any findings on. Usefully, his report specifically has a section that focuses on causation of the damage.

The expert has written:

"It is our opinion that the initial cause was storm damage and in particular the cumulative effects of damage from successive storms commencing with Storm Arwen and then occurring during 2022. The Met Office reports that Storms Malik and Corrie in quick succession in January 2022 named storms affected the UK within the space of a week. These brought widespread wind gusts of over 60 knots (69mph). In February 2022 three named storms affected the UK within the space of a week. The aggregate effect of these multiple storms on vulnerable projecting elements should not be discounted. Bad weather persisted during 2022, with rainfall 50% above average in November. The storms progressively loosened the masonry and allowed water to penetrate and further accelerate the deterioration".

The expert's report is clear that in his professional opinion the damage has been caused by a cumulative impact of storms over more than one year. Whilst, he hasn't been able to pinpoint a single storm that caused the damage. He's consistent that he thinks it most likely the storms were the main cause of the damage and created the opportunity for further mortar erosion which also contributed to the eventual damage.

UKI declined the claim as it said a one-off storm hadn't caused the damage. It thought the damage was through wear and tear, which was excluded from the policy. I've checked the policy and can confirm this is the case.

However, from reading the experts report, I think it's clear he's concluded the storms were the main cause and trigger to the damage. I appreciate UKI have referred to ongoing wear and tear, but I haven't seen evidence to support this other than what is in the surveyor's report. And he's been clear the storms were the trigger and the main cause. I'm persuaded that Mr N was likely meticulous in his maintenance of his property. On the first sign of difficulties, his neighbour and himself commissioned a roofer to carry out repairs. He also commissioned the structural survey as well, so ensuring he was fully understanding of

the issues he faced. Mr N doesn't strike me as someone who would've let his house gradually decline if he'd known there was damage.

So, I don't think it's reasonable that UKI say the main cause of damage was wear and tear, other than that which was caused by the trigger of the storms. Therefore, I intend to uphold this complaint. The policy Mr N has covers him for damage caused by storms. So, I intend that UKI settle the claim in line with the remaining terms and conditions”.

Responses to my provisional decision

UKI accepted my provisional decision and didn't have anything further to add.

Mr N thanked me for my findings but wasn't explicit whether he accepted or rejected my provisional decision. He added some further comments, which I include below.

Mr N said “I mentioned previously the extremely unsatisfactory and unprofessional way in which UKI have been managing this claim. I note that they acknowledge this, in part, in the comments recorded by [myself], but they seriously underplay their failings in stating that they 'were about two weeks behind'. In fact, I have all the email messages and can demonstrate that their default position was simply to ignore my emails and to respond only after my numerous complaints to their customer services department. These complaints were upheld but it is again inaccurate for UKI to say that they awarded me '£175 redress'. The cheque they sent me was for £75, which I paid into my bank account on 14 November 2023. The slipshod and inaccurate comments they appear to have given to [myself] are sadly typical of my experience with them.

Throughout, there has been inconsistency in the responses UKI have given me, but, finally, in their submission to [myself], they say 'the primary reason for the initial stone collapse was accidental damage following the escape of water'. However, it is not clear how they came to this conclusion as they did not carry out any investigation and did not visit the property. If they are continuing to base their opinion on a reading of the report compiled by the expert structural engineer commissioned by me and [my neighbour], they have failed to note that the structural engineer does not agree with UKI's interpretation of his observations. In his report he notes that the 'primary reason for the initial stone collapse was ... storm damage causing slight movements of the stonework adversely affecting the bonding between elements and movement that also compromised the eaves drainage', and he concludes that the 'cause was storm damage”.

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.

I haven't received any new information to suggest I need to change my provisional decision. So, my decision remains unchanged.

However, I note Mr N's comments that he's not yet received all the compensation promised to him, so for completeness, I've included this in my final decision.

My final decision

My final decision is that I uphold this complaint. I require U K Insurance Limited:

- Settle the claim in line with the remaining terms and conditions

- Pay Mr N the £175 compensation it offered him, if it hasn't already done so (less any compensation amounts already paid).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 3 October 2024.

Pete Averill
Ombudsman