

The complaint

Mrs O has complained that Allied World Assurance Company (Europe) dac didn't pay in full a claim under a residential landlord insurance policy for storm damage.

What happened

Mrs O owns a flat in a purpose-built block. Under her lease she was responsible for part of the cost of maintaining the roof.

On 12 March 2024 she contacted Allied World after she noticed damage to the pitched roof above her flat following a storm and internal damage to the bathroom in the flat. Allied World asked her for photos of the damage and an estimate for repairs which Mrs O sent. She asked for authorisation to proceed with the repair. Allied World suggested she went ahead with a temporary repair while it validated her claim.

At first Allied World said it wouldn't cover the external damage as there hadn't been a storm at the relevant time. It paid £1,540 to settle the claim for internal damage.

After Mrs O complained, Allied World agreed there had been storm conditions and paid her £50 compensation for its incorrect decision. It said it would cover some of the external repairs. It wouldn't cover repairs to the flashing and pointing as it considered the damage to have been the result of gradual wear and tear rather than the storm. It said as Mrs O was only liable for one third of the cost of repairing the roof, it would offer her £233.33 towards the external repairs net of the policy excess.

Mrs O was still unhappy. She said she'd spent £3,936 to make the building safe at her own expense. She brought her complaint to this service. Our Investigator didn't uphold the complaint. She didn't think Allied World had treated Mrs O unfairly.

As Mrs O didn't agree, the matter has been 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.

In considering this type of complaint, there are three questions we usually ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. Allied World has now accepted that there was a storm in the area near the property around the relevant time.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. Mrs O's roofer described the repair works needed to the roof as follows:

- Repair lead flashing on overflow from hot water cylinder
- Repair and repoint loose render to ridges
- Replace about 30 tiles.

I think some of this damage was consistent with a storm. Roof tiles are often dislodged by storm force winds. But storm winds don't usually cause lead flashings to fail or render to become loose. Correctly applied and maintained lead flashing and render should be weather resistant and unaffected by stormy weather. The photos I've seen support Allied World's opinion that in these respects the roof was suffering from gradual wear and tear which is excluded from cover under the policy.

Ultimately it's for the insured to show that an insured event (in this case, a storm) was the main cause of the damage. Unfortunately for Mrs O, I don't think she has thrown sufficient doubt on the Allied World's conclusions to make me think that it should change its position on this. I'm not persuaded that storm conditions probably caused the damage to the flashing and render. It follows that I don't think it was unreasonable for Allied World to decline this part of the claim.

Mrs O's title documentation show that other leaseholders were also liable with her to maintain the roof. So even though she arranged and paid for the repair, I don't think Allied World acted unfairly in saying that it would only pay the amount she was liable to contribute.

Lastly Allied World offered Mrs O £50 compensation for the trouble and upset caused by its incorrect decision to decline the claim for storm damage to the roof on the ground that there hadn't been storm conditions. This is in line with what I would have awarded if it hadn't made this offer. So I see no reason to increase it.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 13 January 2025.

Elizabeth Grant
Ombudsman