

The complaint

Mr B has complained that U K Insurance Limited trading as Direct Line (UKI) unfairly declined a claim under his home insurance policy.

What happened

Mr B contacted UKI to make a claim for storm damage. UKI said Mr B should arrange a temporary repair. It also arranged for a surveyor to visit a few weeks later. Following this, UKI declined the claim. It said the damage was the result of poor workmanship, which it later revised to wear and tear.

When Mr B complained, UKI maintained its decision to decline the claim for the roof. However, it offered £200 compensation for delays in progressing the claim. So, Mr B complained to this Service. Our Investigator didn't uphold the complaint. She said there was a storm, but UKI found issues with the roof's construction. She said UKI had provided evidence that the roof hadn't been properly finished. So, she said it was fair for UKI to decline the claim based on exclusions in the policy. She also said the £200 compensation it had offered was reasonable.

Mr B didn't agree. He said no issues had been identified with this roof previously and it had withstood other storms. So, 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.

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.

I've looked at weather conditions around the time Mr B reported the damage. This showed windspeeds of up to 69mph, which would be considered storm strength. 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. The main damage was to a corrugated roof. When UKI's surveyor visited, he said the edges of the roof hadn't been finished correctly. There was no proper fascia or drip and the wind had got under the sheets at the edge. I'm aware the surveyor also commented on the poor repair around the vent stack which, it's my understanding, was the temporary repair Mr B arranged after he made the claim.

UKI has said the issues with the roof weren't storm damage. It explained that because of the issues identified, which included there being no end wall flashing where the roof sheets abut an adjoining wall, water was able to run behind and under the corrugated roof sheets. When it declined the claim, it relied on the exclusions in the policy that said it didn't cover wear and tear, faulty workmanship, faulty design or the use of faulty materials.

I'm aware Mr B has said that he had only owned the property for about 18 months and that his home report from when he bought the property didn't identify any issues. I've looked at the report and, from what I can see, it only commented in general terms on the property's roofs. It also suggested that a competent roofing expert would be able to inspect the roof structures and provide further advice on repair and maintenance liabilities. Mr B was also unable to provide any expert evidence from around the time of the damage to show what was identified as the cause of damage. So, I think it's fair to rely on UKI's experts' findings on the cause of damage and to decline the claim for the roof.

There was also internal damage. UKI confirmed to this Service that Mr B could claim for the internal damage under the policy. But it said it was unlikely this would be covered because of the likely cost of repairs required and the excess on the policy. This Service checked Mr B was aware of this. He confirmed his main concern was the claim for the roof. There is nothing further for me to say on the internal damage.

I'm aware UKI also paid £200 compensation for delays in progressing the claim. In the circumstances, I think that was fair to address the issues identified. I don't require UKI to pay anything further.

So, having looked at what happened, I don't uphold this complaint or require UKI to do anything else in relation to it.

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 Mr B to accept or reject my decision before 1 April 2025.

Louise O'Sullivan
Ombudsman