

## The complaint

Mr D and Miss M have complained that U K Insurance Limited trading as Privilege Insurance (UKI) unfairly declined a claim under their home insurance policy.

## What happened

Mr D and Miss M were having their guttering cleaned when the contractor found loose roof tiles. So, they contacted UKI to make a claim for storm damage. UKI said it wouldn't consider the claim because there weren't storm conditions. Mr D and Miss M contacted their home emergency provider to carry out a repair. The contractor couldn't carry out a permanent repair, but Mr D and Miss M said they were told the damage was due to a storm.

Mr D and Miss M contacted UKI again to explain what the contractor had found, who sent a surveyor. UKI continued to decline the claim because it said there wasn't a storm and the surveyor had identified a gradual breakdown in materials. When Mr D and Miss M complained, UKI didn't uphold the complaint. It said there wasn't a storm. It also said reports from contractors didn't show the damage to the roof was caused by a storm. It said the nails that secured the tiles had gradually failed. However, when Mr D and Miss M arranged for the roof to be repaired, it said they could provide a report from the roofer if they wanted UKI to consider it.

Mr D and Miss M provided further comments. When UKI replied, it said there was a general requirement in the policy for the property to be in good condition. It also wasn't unreasonable for it to ask when maintenance was last carried out. It had also taken into account their roofer's report and it was reasonable for it say it would consider further evidence if Mr D and Miss M wanted to provide it. It said it had responded in a reasonable timescale to emails and the complaint, but would provide feedback internally on the background noise in its call centre.

So, Mr D and Miss M complained to this Service. Our Investigator didn't uphold the complaint. She said UKI had found windspeeds of up to 43mph, which wouldn't be considered a storm. It was also reasonable for UKI to rely on its surveyor's findings about the likely cause of damage. She said it was also fair that UKI said it would consider further evidence if Mr D and Miss M were able to provide this. She didn't consider there were delays caused by UKI that required compensation.

As Mr D and Miss M didn't agree, the complaint was referred to me.

I issued my provisional decision on 24 February 2025. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

*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 the weather conditions around the time Mr D and Miss M reported the claim. To be clear, I've looked at a weather database that seems to show data much closer to Mr D and Miss M's postcode than has previously been considered. I found windspeeds of 49mph 0.8 miles from their postcode about three days before Mr D and Miss M contacted UKI to make the claim. The policy didn't explain what it considered to be storm strength winds. So, I think it's reasonable to say 49mph would be considered storm strength, although at the lower end, because this speed is strong enough to cause some property damage. I also think storm strength winds could cause damage to roof tiles. So, I think the answer to the first two questions is yes.*

*I've also considered the third question. While doing so, I'm mindful that because UKI didn't find storm conditions, it seemed to consider the surveyor's report and Mr D and Miss M's reports in that context. The surveyor's report said:*

*"The main roof is showing no signs of storm damage- the neighbouring properties have all got new roofs. The customer owns the back part of the roof. The ridge tiles at the bottom are starting to slip out due to nail sickness and the surveyor has asked the customer to get a roofer to remove the bottom row of tiles and take photos of the timbers and condition of the nails – if they are okay there is potential it could be storm damage but the surveyor does not believe it is a natural breakdown of materials." (as original)*

*I don't think this is the most clearly written report, including because one reading of the final sentence would suggest the surveyor didn't think the damage was due to a natural breakdown of materials. I think this is likely a typo or just poorly written, as the rest of the report says the surveyor assessed the damage was due to a natural breakdown of materials. But, regardless of this, I think the report appears to be inconsistent. It said the tiles were starting to slip due to nail sickness, but then said Mr D and Miss M had been asked to provide photos of the condition of the nails. I think this suggests the surveyor was inferring that there might be nail fatigue rather than having evidence to show this. When their claim was declined, Mr D and Miss M also told UKI their neighbour didn't have a new roof and that, as far as they knew, it was the same age as their roof.*

*I'm also aware Mr D and Miss M later had their roof repaired and provided photos taken by their roofer. UKI provided this Service with its comments on the roofer's photos, which appeared to be from the surveyor. It said:*

*"During the survey I asked the p/h [policyholder] to get his own roofer out to remove the bottom row of tiles and take photos of the timbers and nails in situ. This was required to establish if the roof had become nail sick. The photos supplied do not show this, they are photos of timbers already removed from the roof, not in situ. I also asked for a roofers report confirming the COD [cause of damage] which I haven't seen. According to the weather records there was no storm event around the DOL [Date of Loss] so without further evidence I would still have to decline the claim."*

*But, I note the surveyor's report didn't say the photos needed to be taken "in situ", meaning before the timbers had been removed from the roof. It just said to take photos of the timbers and the conditions of the nails. These comments also seem to show that the surveyor hadn't found evidence of nail sickness during the survey.*

*So, I currently intend to say UKI needs to reassess the claim and on the basis that there was a storm around the time the damage was found. Although UKI not finding storm conditions seemed to be the main reason it declined the claim, I think the surveyor's report was*

*unhelpful and could have more clearly explained what had, and hadn't, been found during the visit.*

*Mr D and Miss M also complained about UKI's customer service. They thought it was unreasonable and contradictory for UKI to say it declined the claim because there wasn't a storm but to say it would consider further evidence. In my view, it was reasonable for UKI to say it would consider further evidence in case this affected its claim decision.*

*Mr D and Miss M said UKI also took too long to reply to emails. Looking at this, I think UKI replied within a reasonable timescale. The longest gap between Mr D and Miss M contacting UKI and it replying seemed to be six working days. During that time, Mr D and Miss M also sent two further emails. I'm aware Mr D and Miss M also told UKI they shouldn't have to wait up to eight weeks for a reply to their complaint. The Financial Conduct Authority allows a business up to eight weeks to reply to a complaint. So, it wasn't unreasonable for UKI to work to those timescales. However, I note it replied to the complaint earlier than eight weeks. Mr D and Miss M also complained about background noise in a call centre during a phone call. UKI said it would provide feedback internally, which I think was a reasonable response to this issue. Thinking about the complaint overall, I don't think UKI needs to pay compensation for the issues complained about.*

I asked both parties to send me any more information or evidence they wanted me to look at by 10 March 2025. Both parties replied before that date.

Mr D and Miss M said they were happy to accept the outcome on the basis the UKI fully compensated them for the cost of the roof. They said it cost £5,500.

UKI said it believed the outcome it had previously reached, to decline the claim, was still correct. In summary, it said:

- Mr D and Miss M had reported that they were having work done on the guttering and the contractor had advised a couple of tiles were loose.
- The photos UKI had taken didn't show any tiles out of position. One was lifted slightly and one was installed incorrectly.
- Mr D and Miss M said they checked their roof often. But it appeared to be in relatively poor condition, including large amounts of moss. Other than the two tiles and the general poor condition of the roof, nothing else appeared to be out of place. The ridge line showed no evidence of damage, despite a contractor alleging this was the case. The original report of a couple of tiles being loose had become ridges had blown off. If this was the case, Mr D and Miss M would have been able to see this.
- Mr D and Miss M had replaced the whole roof.
- It had phoned its weather information provider about the windspeeds. The provider explained where it got its data from. It had also said that anyone could put a weather station in their garden, but it didn't mean it was accurate. The nearest official weather station was 9 miles away and the highest reading was 44mph. This windspeed wasn't classed as strong enough to cause damage on the Beaufort scale.
- It questioned why Mr D and Miss M had replaced the whole roof, if the poor condition of the roof wasn't the cause and only the windspeed had moved some tiles. It said this indicated the roof had come to the end of its natural life, like other neighbouring properties that had replaced their roofs. It also provided information on moss growth.
- Generally when violent storms occur, tiles are not loose, but are physically torn out. There was no evidence of this whatsoever.

## **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 uphold this complaint and for the reasons given in my provisional decision. As part of that, I've considered the comments made by both parties but this doesn't change my view about what is a fair outcome to this complaint. To be clear, my provisional decision said I intended to say UKI should reassess the claim on the basis there was a storm. Not that UKI needed to settle the claim.

In terms of the weather data, I obtained this from the weather provider this Service normally uses to check weather conditions.

UKI declined the claim because it said there wasn't a storm. I found evidence of a storm, so I remain of the view that UKI needs to reassess the claim on that basis.

Although UKI has provided further reasons why it doesn't think the claim was covered by the policy, it remains my view that it needs to reassess the claim. I also note UKI's surveyor report said that if there wasn't evidence of nail fatigue, which UKI hasn't suggested there is evidence of in response to my provisional decision, "*there is potential it is storm damage*". UKI has also said neighbours fitted a new roof as evidence to support that Mr D and Miss M's own roof was in poor condition and needed replacing. As I said in my provisional decision, Mr D and Miss M have said it wasn't the case that neighbours had replaced their roof.

## **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require U K Insurance Limited trading as Privilege Insurance to reconsider the claim based on the remaining terms and conditions of the policy and on the basis that there were storm conditions around the time the damage was found.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss M to accept or reject my decision before 1 April 2025.

Louise O'Sullivan  
**Ombudsman**