

complaint

Mr F complains that UK Insurance Limited has declined his claim for storm damage under his commercial property insurance policy.

background

The roof of Mr F's outbuilding was damaged in November 2016. Several of the slates had blown off on one side of the roof. He made a claim for storm damage to UK Insurance. It sent a loss adjuster to review the damage to Mr F's outbuilding. The loss adjuster commented that in his opinion the damaged side of the roof was in a poor state of repair before the storm. He noted that there were signs of wet rot and woodworm infestation on the battens and ivy on the roof had further damaged it. He said this was further supported by the fact that the other side of the roof was undamaged.

UK Insurance declined Mr F's claim. It explained that claims for storm damage were excluded if the building was not maintained in a good state of repair. Mr F didn't agree. He said he'd had an independent contractor complete maintenance on the roof the previous year and was of the opinion it was in a good state of repair.

Mr F arranged for his own loss adjuster to review the damage. This report came to a different conclusion. It said the damaged side of the roof was in a reasonable state of repair. Although it noted there was some evidence of decay to some battens, those battens which had slates uplifted were in sufficiently good condition. This report didn't think the ivy had any material impact on the damage to the roof. It said the root had been removed many years before by a specialist and Mr F had been advised to keep the debris on the roof to avoid causing damage.

As the two reports were contradictory, UK Insurance agreed to appoint a structural engineer to complete a third independent report.

The third report said the undamaged side of the roof was maintained well – but the damaged side hadn't been. It said the majority of the battens (including those that had slates uplifted) showed signs of rot and decay. It said the ivy had penetrated through the roof in several places which is likely to have let water through and onto the battens over a number of years. Lastly it noted patch repairs to the roof had been carried out recently, but this wasn't sufficient to prevent the slates being uplifted.

Based on this report UK Insurance continued to decline the claim.

Our investigator didn't think UK Insurance had done anything wrong. She explained that she was more persuaded by the two reports which indicated there was existing rot and decay. So she didn't think the outbuilding had been maintained and kept in good condition prior to the storm.

Mr F didn't agree. In summary he said:

- The investigator hadn't placed enough weight on the report he'd provided.
- He'd done everything possible to maintain the building to an adequate and durable level of repair.
- The weather conditions were unusually strong and gusty and the building would've withstood most weather conditions.

- Given that the reports differ in what they say, it would be fair for UK Insurance to at least make a contribution towards the damage repair.

The complaint has been passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

For claims involving storm damage, there are three questions I need to consider:

1. Was there a storm?
2. Was the damage typical of something caused by a storm?
3. Was the storm the main cause of the damage?

For a claim to be upheld, I need to be able to answer 'yes' to all three.

UK Insurance accepts there were storm conditions around the time the damage occurred. And I've seen weather records which also confirm there were storm conditions present. I think roof slates being uplifted could be typical damage caused by a storm. But I don't think rotten and decayed battens are typical of storm damage – that's more likely to have occurred over a prolonged period of time. Lastly, I don't think the storm was the main cause of the damage. Therefore I think UK Insurance was entitled to decline the claim. I'll explain why.

I accept that Mr F's report differs from the other two reports. But crucially, all three reports agree there was evidence of decay on the battens (albeit the opinion on its severity does differ). The other two reports also say there is evidence of rot and I've seen photos which do suggest the battens were in a poor condition. So overall, I'm less persuaded by Mr F's report, compared to the other two.

Mr F did have some remedial work done on the damaged side of the roof the year before. He says this was to make it watertight as there were some slates that needed replacing. Whilst I accept he was trying to prevent future problems, this suggests the roof was already leaking prior to the repair. And this is supported by the third report which says its likely water was getting into the roof for some time (which caused the battens to rot and decay). The repair work Mr F had done didn't replace any battens and it appears these were likely to be in a poor condition at the time. So taking all of this into consideration, I can't agree that the damaged side of the roof could reasonably be considered to have been in a good state of repair prior to the storm. For this reason, I don't think UK Insurance needs to pay the claim.

my final decision

For the reasons explained above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 9 November 2017.

Tero Hiltunen
ombudsman