

complaint

Mrs R complains that Society of Lloyd's (SOL) declined her claim for storm damage to her roof.

background

Mrs R had home insurance with SOL and made a claim when her roof was damaged during a storm. SOL appointed surveyors to inspect the damage. The surveyor examined debris (a large quantity of zinc sheeting and associated trims, clips, flashings and bottle poles) that had fallen from the roof during the storm. He concluded that the damage was a result of wear and tear. He had examined zinc sheeting which showed signs of deterioration. He also said that *'the bottle pole spacing was rather more infrequent than would be normal and that there had been felt ineffectively glued atop the zinc sheeting in places, indicating previous problems'*.

SOL declined the claim. It said that the damage had resulted from wear and tear. This was something which had happened gradually and was therefore excluded under the policy.

Mrs R complained to this service. She argued that the surveyor hadn't inspected the roof properly and that the damage would not have occurred if it wasn't for the storm. She wants SOL to pay for the repairs to her roof. Our adjudicator has recommended that the complaint should be upheld. He was satisfied that there were storm conditions and that the damage was consistent with storm damage. In addition, while he accepted that the roof pieces that the surveyor had examined had shown signs of wear and tear, he did not think that this was the main cause of the damage. He therefore felt that SOL should settle the claim.

SOL has asked for the complaint to be reviewed by an ombudsman and maintains its position that the roof was in a poor state of repair.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

This service approaches storm claims as follows:

- *on balance, was there a storm?*
- *is the damage typical of that caused by a storm?*
- *was the storm the dominant and effective cause of the damage?*

I have considered the weather records and I am satisfied that there was a storm when the roof was damaged. I am also satisfied that the damage described is typical of that caused by storm. Therefore, the remaining issue for me to consider is whether the storm was the dominant cause of the damage. This is important, because if a roof was already damaged or suffering from deterioration/wear and tear, then the fact that the damage became apparent during a storm often means that the storm had just highlighted existing damage, rather than being the main cause of it. In these circumstances, it would not be fair or reasonable to make the insurer pay for the repairs.

SOL's surveyor said that the damage was a result of wear and tear. His report is appropriately detailed and included illustrative photographs. However, Mrs R has submitted

a report from her roofer. He has said that he checked the roof twice a year and that the *'flat roof was in good condition, with the solder work in good condition and the woodwork underneath in excellent condition'*. In situations where there are conflicting views, I must decide what is most likely to have happened.

Mrs R's roofer based his opinion on multiple inspections. To successfully contradict the roofer's opinion I would require a report based on a thorough inspection of the roof. The surveyor examined the debris that had fallen from the roof during the storm but he didn't inspect the roof itself. He has described the issues which he felt demonstrated that the roof had been suffering from wear and tear and I accept that it was. However, the fact that there was wear and tear does not mean that the claim must fail because, naturally, roofing will develop a degree of wear and tear over time. The question is whether SOL has shown that the wear and tear was so bad that it was the main cause of the damage. Based on the evidence I have seen, I am not satisfied that it has.

I note from the evidence of Mrs R's roofer that the roof was well maintained. In my view this makes it unlikely that the roof would have been in such a poor state the damage had been inevitable. The wind-speed on the night that the damage took place was severe and I am not satisfied that any wear and tear that the roof had was so bad that it had merely been highlighted by the storm. In these circumstances and in the absence of more persuasive evidence to the contrary, I find that the storm was the main cause of the damage. I therefore find that it was not fair or reasonable for SOL to have declined the claim.

my final decision

For the reasons set out above, I uphold this complaint and direct Society of Lloyd's to settle the claim. Any cash settlement should include a payment of 8% simple interest from the date of the claim.

Under the rules of the Financial Ombudsman Service, I am required to ask Mrs R to accept or reject my decision before 21 September 2015.

Carolyn Bonnell
ombudsman