

The complaint

Mr N complains CIS General Insurance Limited unfairly declined claims he made for damage to a garage under his home insurance policy.

What happened

In August 2019 Mr N contacted CIS as part of the roof on his garage had collapsed. He thought the damage had been caused by subsidence. CIS sent one of its contractors to assess it. Having done so, it didn't think subsidence was the cause. It thought the damage would have happened over time and this wasn't covered by his policy.

Mr N then told CIS that the damage could have been caused by the council. He said they'd recently been out and had cut back a lot of trees and vegetation that had overgrown around his property, especially the garage. CIS hired another contractor to review this for Mr N. It noted that Mr N was insured against damage caused by falling trees, but it didn't think that was the cause of the roof damage. It still maintained the damage had happened over a long period of time. So it still didn't agree to cover the claim. CIS did apologise for a delay in reviewing Mr N's documents, and paid £50 compensation to reflect the unnecessary distress caused to Mr N.

In December 2019, Mr N contacted CIS again to say his home had been damaged by a storm. CIS didn't agree to cover this damage as it didn't think a storm had happened around the time Mr N noticed the damage. It said his insurance policy didn't cover bad weather, and it hadn't been shown that a storm, as defined by the policy, had taken place.

Unhappy with how CIS handled these claims, Mr N complained to our service.

Our investigator disagreed with CIS about the storm conditions. He thought the wind speeds in December 2019 were strong enough to be classed as a storm. But based on the reports he'd seen, he didn't think the damage was consistent with damage you'd typically see as a result of a storm. Having considered each of Mr N's claims, he didn't think CIS had acted unfairly in declining them.

Mr N didn't accept this. He sent some videos and photos of the damage for our investigator to consider. But as this didn't change his mind, the matter has come to me to decide.

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.

Mr N has sent in a lot of information in support of his complaint. I want to reassure him that I have read and considered all of this, and I appreciate the time he's spent putting it together. I won't respond to every point he's raised here. Instead my decision will focus on the key reasons for my outcome. Having looked at everything, I don't think CIS has acted unfairly in not covering the repairs needed to his garage or conservatory. I'll explain why below.

Mr N first thought the damage could have been caused by subsidence. He provided CIS with a survey report from when the property had been bought in 2004. This said the property is at risk of subsidence given the ground it is built on. CIS' report said there was no evidence of ground movement that had affected the structure of the building.

Having looked at CIS' report and Mr N's survey, I don't think CIS acted unreasonably in saying the damage hadn't been caused by subsidence. From what I've seen Mr N's property hasn't suffered any damage from subsidence since the report in 2004. And CIS' report shows the roof structure has dropped because of significant water damage, rather than the garage structure being damaged by ground movement. So I'm more persuaded by CIS' report about the most likely cause of the damage and I'm satisfied it declined the claim under this section fairly.

Mr N's policy does cover his property for damage caused by falling trees or branches. He says when the council cut down the trees and vegetation next to his property, they caused branches to fall onto the garage roof which must have damaged it. The work done by the council took place before CIS visited Mr N's property, so there aren't any photos of this in any of CIS' reports or the commentary. Mr N has provided several hundred pictures to CIS and this service. CIS did review the photographs sent in by Mr N, but it didn't change their mind on the likely cause of damage to the roof. It maintained the images showed the damage would have happened over a period of time rather than as a one-off event.

Having looked through Mr N's photos, I can see there was significant vegetation growing next to the garage and conservatory. It's clear this must have been growing for some time based on the height and volume of vegetation. And amongst clearing shrubs, the council also cut down a small tree which had grown immediately next to the garage. Mr N has said he thinks the branches and vegetation could have been putting pressure on the roof which caused the damage. Which I accept is possible. But that's not the type of event that his insurance policy covers. It covers a one-off event such as a tree branch falling in a storm.

I also accept it's possible that the council could have caused damage to Mr N's garage in cutting these trees down. When CIS attended, I can see from one of its photographs that there is a tree branch on the garage roof. But having considered everything, I don't think this was the most likely cause of the damage.

CIS' reports show that the inside of the roof was in a poor state of repair, with some rotting timbers, caused by water damage. CIS' expert says this would have happened over a long period of time, rather than as a result of a branch falling on it. I don't think it's unreasonable for CIS to rely on this report. Mr N has since had the roof repaired, but I haven't seen any report from his roofer which supports Mr N's claims about how the damage happened. Mr N feels that his photographs show that the damage hasn't been caused in the way that CIS has said, but having reviewed them, I'm not persuaded they show that CIS acted unfairly in declining the claim. So having considered all of the evidence I think it's more likely that the damage happened over a period of time rather than from a tree branch falling on the garage.

Mr N's final claim was for storm damage, following bad weather in December 2019. He says roof tiles became loose, and ripped the felt underneath. CIS didn't think a storm had taken place based on the weather reports from the time, so it declined to cover the claim. But it still attended Mr N's property to assess the damage. It couldn't see any damaged roof tiles on the main roof of Mr N's house. Mr N said these had been replaced but were easily removable. It did note some water had got into the garage and one of the beams was wet, but CIS said there was no storm related damage to repair.

Like our investigator, I disagree with CIS about the weather. I find the wind speeds in mid-December to have been severe enough to be classed as a storm under the policy. But that doesn't mean I think CIS should have done anything more. Because I can't see that the storm caused any damage to the main roof.

In carrying out its investigation, CIS' contractor didn't get on the roof; he took photographs with a camera on a pole. Mr N is unhappy that a proper inspection didn't take place, including removing roof tiles. But I don't think CIS acted unfairly in not getting on the roof. From CIS' photos, there aren't any misplaced roof tiles. And it thought that ripped felt wouldn't be likely to be as a result of a storm, but more of a wear and tear issue with the felt. In the absence of any other evidence from Mr N, such as from the roofer who he says reattached the tiles, I don't think CIS reached an unreasonable decision on this.

I realise this claim was ongoing for a number of months and CIS has declined Mr N's claims under various sections of the policy. But I find in each instance, CIS did what it could to support Mr N in proving his claim by attending his property on several occasions and reviewing the evidence he provided. There have been errors, for example CIS didn't turn up for an appointment on the day it said it would, and it did cause a delay in reviewing some documents. But it has already recognised these and offered a total of £100 compensation, which I think is fair to reflect the minor delays these errors caused.

Mr N did ask whether the claim could be considered under the accidental damage section of his policy. But from what I've seen he didn't have this cover in place when the damage happened. So it's right that CIS didn't consider it under this section.

My final decision

My final decision is that I'm not going to ask CIS Insurance Limited to do anything differently.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 15 February 2021.

Michelle Henderson
Ombudsman