

The complaint

Mr O is unhappy that UIA (Insurance) Limited rejected his claim for storm damage under his home building insurance policy.

What happened

Mr O noticed damage had been caused to the roof of his house and garage during a storm. He made a claim to UIA for storm damage, but this was declined by the company. He is also unhappy with the surveyor's handling of the matter, his behaviour, and has queried his qualifications.

UIA's surveyor inspected the damage and says the cause was due to "*wear and tear*". The company says Mr O's policy terms mean he is responsible for keeping the property maintained in a good state of repair. It declined the claim for damage to the house. UIA accepted storm damage had occurred to the garage roof, from a tree that had blown over. But it estimated the cost of repair was less than the policy excess.

Mr O disagreed with UIA's view regarding the main roof. He obtained a report from a roofing contractor who had previously inspected the damage to provide a quote for repairs. The contractor reported the roof was "*in good condition for a roof of this type*". He commented on a loft conversion completed in 2011. He says repairs and upgrades were carried out to the roof when this work was done.

The contractor says an internet street view image from 2009 highlighted the roof needed some repairs, but these had been remedied. He says photos of the rear hip tiles show these are well bedded on mortar. And that apart from the storm damage the roof was in good order.

UIA says the street view images confirm repairs hadn't been completed to the roof and it was its poor condition that caused the damage. It maintained its view that the roof was not in a good state of repair at the time of storm.

Mr O referred his complaint to this service. One of our investigators reviewed the matter and decided not to uphold the complaint. He thought UIA had fairly rejected the claim in-line with its policy terms. This was prior to Mr O providing his contractor's report. Another investigator looked at the complaint again considering this information. She agreed with the initial view that the claim had been fairly assessed in-line with the policy terms, and wear and tear was most likely the cause of the damage.

Mr O wasn't happy with this outcome and asked for an ombudsman to review the complaint. It has been passed 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.

Having done so I have decided not to uphold Mr O's complaint. I understand this will come

as a disappointment, but I will explain why I think this is fair.

My remit is to decide whether it was fair for UIA to decline Mr O's claim for the reason it gave. I've relied, in part, on the expert reports provided by both parties to decide whether Mr O has shown that an insured event occurred, and whether UIA has shown that it fairly relied on a valid exclusion. I have split the issues by the relevant headings.

Storm damage

Mr O says the roof of his house was damaged by strong winds during the named storm 'Jorge'. This also blew over a tree in his garden damaging his garage roof.

Clearly the damage caused to the garage roof from the falling tree, was the result of storm damage. I note this is not disputed by UIA. Mr O will need to consider whether he wants to proceed with a claim for this damage given the policy excess is thought to be greater than the cost of repairs.

Turning to the main roof, the policy says, "*Cover is provided for unforeseen events for example fire, storm and flood damage, but it is not a maintenance contract or service policy, and therefore does not cover the general upkeep or repair of your property.*"

It defines a storm as, "*one incident of very strong winds, sometimes accompanied by rain, hail or snow... It is important to remember that **you** are responsible for maintaining **your** property in a good state of repair; a property in sound condition will withstand all but the most extreme weather.*"

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline a claim.

I have considered the local weather reports at the time Mr O claims the damage was caused, to see whether there were storm conditions. These show that around this time wind speeds up to 61mph were recorded close to his home. The terms don't define what wind speeds constitute storm force. But we generally would accept wind of this speed to be storm force.

I also note storm Jorge was widely reported in the media with reports of strong winds, affecting large parts of the UK. With this in mind I'm satisfied storm conditions occurred at the time of Mr O's claim.

Next, I looked at whether the damage was consistent with that typically caused by storm conditions.

The expert reports, photos and Mr O's testimony confirm that roof tiles were dislodged during the storm, and a tree was blown over damaging the garage roof. I think this is clear and I am satisfied the damage is consistent with that typically caused by a storm.

Finally, I've looked at whether the storm or flood was the main cause of the damage. It's here that UIA would need to demonstrate that it wasn't in order to fairly decline the claim.

The company declined the claim, relying on the following exclusion which says the policy doesn't cover:

"Any loss or damage arising from wear and tear or any other gradually operating cause."

UIA's surveyor reported that:

"On the main roof there are approximately 12 tiles around the front, side and rear elevations that have slipped."

And:

"The damage to the main roof is typical of that associated with wear and tear. There is evidence of missing and deteriorated mortar along the ridge and hips. The hue of the exposed area of the slipped tiles indicates exposure over a period of time rather than being fresh. Street view from as far back as May 2009 shows deteriorated mortar and missing tiles to the front elevation. This element of the claim should not fall for consideration within the terms of the policy."

Mr O's contractor supplied a report, which says the roof covering is in good condition save for areas that were subject to the strong winds. It refers to several tiles with "clean breaks" indicating they were damaged in the storm. The report identifies only one replaced tile to the front roof slope.

The contractor's report says the rear extension to the house dates to 2006, with a loft conversion in 2011. And that repairs and upgrades were carried out to the roof as part of the loft conversion. Ventilated ridge tiles were a requirement of the conversion, which it says would be bedded on fresh mortar.

The contractor's report also says:

"Looking at the roof and images from Google Street view from 2009 it is evident that the roof indeed needed some repairs but by 2014 these had taken place; In 2009 the front hips had mortar missing and the verge is in poor repair. By 2014 these had been repaired and indeed up to the last image in 2020 are in good order."

And:

"The conversion included four Velux windows two of which are balcony windows and would have required a significant amount of reworking and remedial works to the roof tiles. This would marry up with what I have witnessed on site and in fact when carrying out such and [sic] extensive loft conversion it would be very short sighted not to have done so."

Finally:

"The fact that in reality there was so little damage to the roof should be evidence enough of it being in good order as the bulk of my quote was to erect the scaffolding to carry out the minor repairs required."

I note Mr O has supplied a copy of a completion certificate following the sign-off for the loft conversion, as mentioned by his contractor.

UIA says the certificate doesn't provide comment on the overall condition of the roof covering. It doesn't think this adds anything in support of Mr O's claim. It refers to photos that show the side elevation with slipped and loose tiles, that it feels is evidence of wear and tear damage and not consistent with the contractor's view of a roof in good condition.

The company also highlights the rear elevation hip towards the junction with the ridge, that has missing mortar. And an image that shows four replaced tiles.

UIA disputes the contractor's assessment of the age of the roof. It says the roof covering is suspected to be original from the time the house was built in the 1940s. It points out several other properties in the street that have been recovered in new materials. The company says:

"those of a similar age that have yet to be renewed also appear to be suffering the same or similar decay indicating that in reality the roof is approaching the end of its useful life and requires some considerable maintenance or renewal."

UIA says the street view images show the damage and missing mortar from the 2009 photo can still be seen in the 2020 photo.

In considering all the available evidence, including the expert reports - I think UIA's view that the roof is of some age, with clear signs of deterioration is more persuasive. Having considered the street view images from 2009 I can see gaps in the mortar at the front of the house, as well as a damaged tile. These remain visible in the later images in 2014, 2016 and 2020. Indicating a lack of maintenance in these areas over this period.

I do not dispute that some maintenance has taken place over the years, but I think UIA's description of the roof suffering from decay and approaching the end of its useful life is convincing based on the information discussed above.

In light of this, the view that the main cause of the damage was the already deteriorated condition of the roof is not unreasonable. I think it's fair to say the storm conditions highlighted an existing problem as opposed to it being the main cause of the damage. Because of this I think UIA acted fairly and in line with the policy terms in declining this part of the claim.

Surveyor

Mr O is unhappy that the surveyor didn't call to make an appointment, but rather he sent a text message on a Sunday afternoon confirming his first name and time of arrival. Mr O responded by text to ask that the time be delayed by half an hour. He thinks the surveyor received the message as he arrived at the time requested.

UIA says the surveyor didn't call as agreed and apologised for this oversight. On review of his paperwork over the weekend, it says he realised his mistake and called Mr O. I understand the surveyor sent a text message as opposed to calling. This was an error in UIA's response. But from what I have seen I think the actions of the surveyor appear reasonable, once the oversight was identified, including the provision of an apology.

Mr O thinks the surveyor should have viewed the roof from the Velux windows, as opposed to using a camera from the ground. I understand why he might think that. However, I am satisfied that the surveyor was able to carry out his inspection satisfactorily using the equipment at his disposal. This is demonstrated by the detailed report and supporting photos.

Mr O says the surveyor placed his “*dirty*” bag on a chair, didn’t provide his full name or details of his qualifications, including his Royal Institution of Chartered Surveyors (RICS) registration.

UIA says its surveyor is appropriately qualified and experienced in insurance validation. It says he is not RICS registered and doesn’t need to be for this role.

I have considered Mr O’s comments regarding the surveyor. I don’t dispute his recollection of events. But I think it’s clear the surveyor was able to inspect the roof appropriately using a telescopic camera. Again, the report and photographs indicate the inspection was carried out by a suitable professional.

I note UIA spoke to the surveyor about the concerns Mr O raised and it has responded. Again, I don’t dispute Mr O’s recollection, but I haven’t seen clear evidence of improper behaviour from the surveyor.

In summary, I think UIA acted fairly in relying on the policy terms when declining the claim for storm damage to Mr O’s house. So, I can’t reasonably ask it to do more to resolve this complaint.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr O to accept or reject my decision before 15 November 2021.

Mike Waldron
Ombudsman