

The complaint

Ms C is unhappy Fairmead Insurance Limited declined a claim she made under her home insurance policy following damage during bad weather.

Reference to Ms C includes things said and done by her representative.

What happened

The circumstances of this complaint aren't in dispute, so I'll summarise the main points:

- Ms C got in touch with Fairmead after she noticed damage to her roof during windy weather. The covering to the dormer roof had come away, taking ridge tiles with it, and damaging other parts of the house as they fell to the ground.
- Fairmead asked a surveyor, B, to inspect the damage. They didn't think it had been caused by a storm and said a 'natural breakdown of materials' was the cause.
- Ms C took advice from a roofer, J. They thought the damage had been caused by a storm and the evidence didn't support B's opinion.
- Fairmead maintained it was fair to decline the claim. It said the photos showed the damage was an ongoing issue and not caused by a single storm.
- Our investigator thought Fairmead had declined the claim unfairly. She was more persuaded by J's report than B's. She asked Fairmead to accept the claim and settle it based on Ms C's costs.
- Fairmead disagreed, so the complaint has been passed to me.

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.

Ms C's home insurance policy provides cover for, amongst other things, damage caused by storm. The policy defines 'storm' to mean wind speeds with gusts of at least 47mph.

B's report noted gusts of up to 53mph at the relevant time and Fairmead seems to have accepted there were storm strength wind speeds.

The dispute has arisen because of a disagreement about how the damage was caused. In summary, Fairmead says it was the result of the long-term degradation of the roofing materials based on B's report. Ms C thinks it was the recent storm based on J's report.

B reached its conclusion after inspecting the roof. It said the roof covering wasn't fixed properly, areas of the roof were rotten, and there had been previous poor repairs. It pointed

to areas of water damage internally as evidence of a long term problem associated with wear and tear.

J explained how the internal damage was unrelated to the roof damage and had been caused by condensation. Another builder agreed with this assessment. J described how the wind had lifted and damaged the roof covering, causing other damage as it fell. J noted no sign of rot, decay, internal water ingress, or previous repairs.

Having considered both reports, I find J's more persuasive than B's. Had the roof been suffering from long term wear and tear, I'd usually expect to see some evidence of this – such as internal water damage or roof materials in poor condition. B has taken many photos, which is helpful, but they don't show clear signs of these types of damage. J's report is more consistent with the photographic evidence than B's in my view.

Fairmead says that neighbouring roofs weren't damaged, which suggests Ms C's was already in need of repair. In my experience it's rarely the case that entire rows of houses suffer the same roof damage at the same time. And if Ms C's roof was suffering from wear and tear, I think it's likely the photos would clearly show it.

Overall, the evidence shows there were storm strength winds, roof damage consistent with that often caused during strong winds, and no convincing evidence of a longer-term problem. I'm persuaded the damage was likely caused by the recent storm.

Because of this, I'm satisfied Fairmead should accept the claim and arrange to settle it with Ms C, subject to the terms and conditions of the policy.

I understand Ms C has paid to have the roof repaired and has incurred associated costs – a temporary roof repair and electrical repairs as a result of water ingress into the system. Fairmead should consider all of these costs when settling the claim.

As Ms C has had to pay to have the work done herself, Fairmead shouldn't use any preferential costs or rates it may be able to achieve when settling the claim – it should be based on the cost to Ms C of putting right the damage caused by the storm.

As Fairmead will now need to pay Ms C money to settle the claim, in line with our usual approach, Fairmead should add interest to the money at 8% simple per year from the date Ms C paid for the work until the date Fairmead pays the money.

My final decision

I uphold this complaint. I require Fairmead Insurance Limited to:

- Settle the claim, subject to the remaining terms and conditions of the policy.
- Add interest at 8% simple per year to the claim settlement, from the date Ms C paid for the work until the date Fairmead pays the money.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 3 August 2022.

James Neville
Ombudsman