

## **The complaint**

Mrs R has complained that UK Insurance Limited ('UKI') unfairly declined her claim for storm damage under her buildings insurance policy.

For the avoidance of doubt, the term 'UKI' also includes its agents, surveyors and loss adjusters in this decision letter.

## **What happened**

Mrs R reported extensive roof damage following storm conditions in February 2022. She made a claim on her insurance policy. Mrs R wanted UKI to reimburse her for the cost of repair work, being nearly £30,000, together with an additional amount to compensate for the difference between the price of the more expensive original slate and new slate, as she thought it should pay on a like for like basis. UKI's loss adjuster attended the property in March 2022 and its engineer attended in April 2022. UKI ultimately considered that the storm wasn't the dominant cause of the damage, but simply highlighted existing defects which Mrs R had been alerted to when she purchased her home. UKI maintained its decision to decline the claim and Mrs R therefore referred her complaint to our service.

Our investigator upheld the complaint. He noted that wind speeds of up to 69mph had been recorded in the area, whilst media coverage reported wind speeds of up to 80mph inland in the UK at this time. He said that a 69mph windspeed would be considered a violent storm and that the damage was consistent with storm damage. He was persuaded by the evidence of Mrs R's surveyor that the construction methods were normal for the type and age of roof and he therefore didn't think that UKI had declined the claim fairly. He asked UKI to reassess the claim and consider settling, unless it could prove poor workmanship or that anchoring the purlins would have prevented damage during a storm.

UKI didn't agree with this view, it wished for a further independent surveyor to be instructed, which the investigator declined, and the matter was then referred to me to make a final decision on the case in my role as Ombudsman.

## **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.

The key issue for me to determine here is whether UKI applied the terms and conditions of its policy and generally treated Mrs R in a fair and reasonable manner. I consider that it has not done so in all respects, and I'll explain why.

My starting point is the wording of the insurance policy. It covers the usual perils including storm damage...It also contains some standard exclusions including for 'wear and tear'. It states: - *'Just like most insurers we don't cover: Wear and tear...Any damage caused gradually... Faulty workmanship, faulty design or the use of faulty materials.'*

Turning to the submissions of the parties, I note that Mrs R thought that her UKI policy would cover her for the storm event which occurred in February 2022. She had recently moved into her home and the storm caused a huge amount of damage to it. Mrs R said that red weather alerts had been issued across the country, including in her county. She thought that winds had reached speeds of up to 120mph and had lifted the side of the roof, which resulted in a supporting beam in the loft to crack, which then moved the whole roof. As a result, she said that the ridge tiles came away, followed by slates. She said that she was 'on hold' on the telephone with UKI for about an hour and half, before she was able to speak to an agent, who advised her to do all she could to secure the property.

Mrs R said that as UKI had told her to do all she could to secure the roof, she contacted a roofer who secured the house the following day. UKI's loss adjuster visited two days later, and Mrs R said *'he could see how severe the damage was and he authorized me to go ahead with the work. I was a bit nervous as he wasn't very clear about what work should be done/covered but said that it would be like for like'*. The roofer installed a tarpaulin to stop any water ingress and this required scaffolding. Mrs R said that the roofers *'wanted payment then and there'* and she had to find £6,200 and £800 respectively for this work. Mrs R also obtained three quotes for the substantive work.

Mrs R said that she'd then had to chase UKI but didn't get any clear communication or advice from UKI. Eventually, UKI informed Mrs R that it would send out another surveyor as the quote was for nearly £30,000. Mrs R said she was given the impression by UKI that the surveyor was going to determine what work needed doing and not to question if it would pay for the work. She said that this surveyor again agreed that the damage was *'very severe'* and recommended that a structural engineer should come out before UKI declined the claim due to pre-existing wear and tear.

Mrs R's surveyor disputed UKI's decision to decline her claim. She said the process took four months and scaffolding was in place throughout. Mrs R had to borrow nearly £30,000 to pay for the work and the episode had been hugely stressful, both financially and emotionally. She said that her home looked like a building site with a flapping tarpaulin creating noise and felt that UKI had treated her poorly. She had only been in the property since October 2021 which had given her no time to fix the issues identified in the roof. She felt she'd done everything that she could to minimize the damage to the property and had promptly instructed a roofer to secure the roof. She said she'd been a loyal customer, had paid for insurance all her life without making a claim.

I now turn to what UKI has to say about the matter. It referred to its surveyor's report and said that it confirmed the identification of several construction and poor workmanship defects. It stated that these *'compromised the ability for the roof structure to resist the winds which occurred during the storm.'* It said that the issues included problems with *'the purlin support, holes in the gable wall, evidence of water ingress at the chimney stack and defective flashing to the roof line'*. It also thought that the Mrs R's pre-purchase surveyor's report of 2021 had several points within it which were consistent with the defects raised in the UKI report and some had required urgent attention in 2021.

UKI said that it didn't deny that the roof suffered damage due to the storms, however the roof also had existing issues. It said this meant that due to inadequacy within the roof structure, it couldn't withstand severe storm, and this had been pointed out to Mrs R pre-purchase, but that she hadn't addressed them. It referred to exclusions in the policy, one relating to gradually occurring cause, or deterioration over time. The other relating to faulty workmanship and faulty design. It recognised that the form of roof construction wasn't unusual for properties of this age, however maintained its position that if the roof structure had been adequately constructed, it would have been robust enough to resist high winds

during storm Eunice, and that damage wouldn't have occurred. It said *'There is clearly no vertical restraint at all offered to the roof to prevent uplift under excessive negative wind pressure. Ordinarily and throughout the lifetime of the property, the self-weight of the roof has exceeded the wind uplift. The stability has been gained by gravity alone. However, during excessive storms, not previously experienced by the building, the self-weight of the roof has proved insufficient to resist uplift...'*

Turning to the available expert written evidence, this includes the surveyors report commissioned by UKI in March 2022, the survey obtained by Mrs R in 2021 and also a further recent opinion provided by Mrs R's surveyor.

UKI's surveyor investigated and reported upon the structural integrity of the property and recommendations as to any *'structural remedial works considered necessary to maintain future stability and integrity following alleged damage to the roof structure during storm Eunice on 18th February 2022.'* The report dealt with a range of issues, however as to incident-related works, it didn't provide a specific, definitive view and said that a loss adjuster would need to give the matter careful consideration. It acknowledged that it *'may have occurred through the high winds during storm Eunice, but has highlighted numerous constructional and poor workmanship defects which will have compromised the ability of the timber framed roof to resist the wind forces applied to it during the storm.'* It said that if liability was engaged, there should be complete replacement of the front pitch of the roof with a strengthened roof structure. It provided a detailed methodology for this work.

The report described the roof as being a traditional, pitched, timber framed structure. Ridge tiles and slates had been blown off during the storm. The surveyor identified significant damage and roof distortion. It said that *'The front pitch appears skewed where it has in effect been lifted and has twisted during the storm...'* From an internal inspection the surveyor again noted: *'The internal roof structure is a traditional, timber purlin and rafter construction...'* He noted the distortion to front slope *'where it has in effect been lifted by high winds during the storm. Additional timbers have temporarily been installed to enable the front pitch to be propped. There is one snapped rafter.'* The report highlighted that the original timber ridge board appeared to have been previously removed and replaced with slender section of timber with insufficient bearing, with purlins not being keyed into the brickwork to each of the chimney stacks. It referred to rafters being wedged into place and evidence of water ingress to a chimney stack suggesting defective flashing. The report also noted that *'despite this water ingress, inspection of the main roof timbers indicated no evidence of timber decay or beetle infestation.'*

In the pre-purchase report produced in the summer of 2021, Mrs R's surveyor said that much of the house appeared to be *'in the expected condition for its age and form of construction. There are however issues that do need to be confirmed and addressed in order that the whole property can be considered to be in the expected condition.'* It noted elements that required urgent attention and defects that were serious and/or need to be repaired, replaced or investigated urgently. It said, *'Failure to do so could risk serious safety issues or severe long-term damage to your property.'* In this respect, it identified issues with the roof structure including purlin support. It advised undertaking certain less urgent works at the same time as the roof repairs and set a figure of around £1,000 for internal and external works. It also however noted *'a slight area of sagging to the property's roof from ground level on the front elevation. Closer inspection of the roof is recommended.'* From internal inspection, the surveyor noted that *'the purlin is forming a sagging behaviour and should be further supported.'*

As to the further opinion of Mrs R's surveyor produced in June 2022, he said that the defective areas outlined in its survey of June 2021, *'will not have had a significant impact*

*on the outcome of the damage which occurred at your property.*’ It said that it wasn’t unusual for Victorian properties to have purlins not built into the structure of the building with wall plates not strapped and restrained. He thought that the roof would have ‘*stood the test of time and would have been subject to significant weathering in the past. The property is in an exposed location at the end of terrace and is significantly elevated*’. He thought that there had been unprecedented gusts of wind at the relevant time which would have damaged a number of roofs around the UK, including those built to modern standards and fully restrained.

As a service, we have a settled three-stage approach to insurance claims for storm damage. We firstly consider whether storm conditions occurred on or around the date the damage was said to have happened. The second issue to determine is whether the damage claimed is consistent with damage which a storm typically causes. The third question for determination is whether the storm conditions were the main or predominant cause of the damage. We’re usually guided by available expert reports in such circumstances. In this case, the expert reports are consistent in many respects and neither categorically affirms the predominant cause of damage.

In this case, there is no dispute that storm conditions were present on the date that significant damage was caused to Mrs R’s roof. I’m satisfied that the storm conditions were extreme and very damaging. I’m also satisfied that the damage here was typical of the type of damage which can occur during such storm events, with lifting of and damage to components of the roof structure. The main question for me to determine is therefore whether the storm event or pre-existing condition of the roof was the predominant cause of damage in this case. UKI argue that the storm highlighted a pre-existing problem and cause. I note from the evidence that the experts agree that there were pre-existing roof issues, particularly in relation to the purlins which needed to be addressed, but hadn’t been addressed before the storm event. UKI’s surveyor also highlighted an issue with inadequacy of a replacement timber ridge board which Mrs R’s surveyor hadn’t identified. On the balance of probabilities, I accept that the nature of the replacement timber ridge board was an additional pre-existing issue which may have compromised the integrity of the roof structure.

I now need to balance the various factors to decide whether the cause of the damage was predominantly due to pre-existing factors or due to the extreme storm conditions. This is a finely balanced judgment in this case. However, having reflected carefully on all the evidence, I accept that the Victorian purlin configuration was not unusual and wouldn’t have been classed as a poor construction at the relevant time. On the other hand, I consider that the evidence shows that the replacement ridge board was inadequate and indicated faulty design or workmanship. However, I don’t consider that such faulty design or workmanship was the predominant cause for the roof to lift. As stated in UKI’s report, it lifted and twisted. I consider this was to do with the extreme force of the wind in this case, together with what Mrs R’s surveyor identifies as the location of the property at a more exposed end of terrace in an elevated position.

UKI places emphasis on the fact that Mrs R hadn’t progressed the urgent items highlighted by her 2021 pre-purchase survey report. However, I don’t consider this to be a fair emphasis. The urgent items from the pre-purchase report didn’t identify an issue with the ridge boards. The report advised that less urgent works be carried out at the same time as the more urgent works, and as Mrs R had purchased the property in the autumn of 2021 and the storm event took place in early 2022, it wasn’t reasonable to

expect that full roof repairs could have been achieved within the relevant time-scale during winter months.

In conclusion, I accept that the roof's traditional construction didn't meet modern construction methods, that the purlins weren't anchored as they would be today and that the replacement ridge board was inadequate. Nevertheless, the roof's traditional construction had no doubt withstood a number of storms in previous years and there was no evidence of timber decay and UKI had chosen to insure the type of property. I consider that the extreme weather event here, together with the location of the property, were the predominant cause of damage to the roof in this case. In summary, on the balance of probabilities, I don't consider that it was fair or reasonable for UKI to decline Mrs R's claim for roof damage under the exclusion clauses upon which it relied.

I don't however consider that UKI should be required to pay the difference in price between the original and new slate as Mrs R chose to go ahead with the new slate despite it being cheaper than the original type of slate. This was a matter of choice, albeit I appreciate that she may have been influenced by availability, but also uncertainty as to whether UKI would be meeting the cost of the claim. I also note that Mrs R experienced delays in the processing of this claim, however as the outcome was finely balanced, I can't say that it would be fair to require UKI to pay a further compensatory award where it needed to take time to carefully assess the issue of liability. I therefore consider this to be a fair outcome for the parties in all the circumstances.

### **My final decision**

For the reasons given above, I uphold R's complaint against UK Insurance Limited.

I therefore require UKI to settle Mrs R's claim for the cost of relevant roof repairs (following provision by Mrs R of a formal receipt or invoice), in accordance with the remaining terms and conditions of the policy and within 28 days of her acceptance of this Final Decision.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 11 January 2023.

Claire Jones  
**Ombudsman**