

## The complaint

Mr and Mrs T complain that UK Insurance Limited (trading as Churchill) declined a claim on their home insurance for damage to their roof during a storm.

Both Mr and Mrs T are named policyholders on their Churchill policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr T, I'll refer mainly to Mr T from here onward.

## What happened

Mr and Mrs T had a Churchill home insurance policy. In February 2022, during storm Eunice, several ridge tiles were dislodged from their roof. These falling tiles caused some minor damage to two other tiles. Mr T contacted Churchill to make a claim on their insurance.

Churchill's surveyor inspected the damage in April 2022. The surveyor said there was no evidence of storm damage. He found that nine hip tiles had "*de-bonded from the bedding cement*" and had broken two interlocking tiles. The surveyor concluded: "*The breakdown of the tile and bedding cement bond has allowed the wind to lift the tile [sic] away from the roof; not storm.*"

Based on its surveyor's report, Churchill declined the claim. It told Mr T the damage to the ridge tiles was caused by wear and tear rather than the storm. Churchill said this meant the damage wasn't covered by his policy.

Mr T was unhappy with this. He said his roof was in good condition. He'd had some repairs done to the roof in November 2021 and he sent us photos of these repairs. He wants Churchill to refund the cost of repairs.

Our investigator didn't recommend that Mr T's complaint should be upheld. He reviewed Churchill's surveyor's report and was satisfied by its conclusion that the damage was due to wear and tear rather than the storm. He agreed with Churchill that this wasn't covered by Mr T's policy, so he didn't think it was unreasonable for Churchill to decline the claim.

Mr T disagreed with our investigator, so the case was passed to me to consider.

## My provisional decision

I issued a provisional decision on this complaint on 10 February 2023. I said:

*"Like most policies, Mr T's cover only makes Churchill liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.*

*Section 1 of Mr T's policy booklet shows he's covered for loss or damage caused by a storm. The policy booklet doesn't define a storm but that isn't an issue in this case.*

*As our investigator explained, when we look at complaints about storm damage, there are three questions we ask:*

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim won’t succeed.

First, Churchill accepts there was a storm. Local weather records for the area where Mr T lives show wind speeds of up to 69mph on 18 February 2022. The Met Office’s information for the 2021/22 storm season shows that this was storm Eunice, which hit the UK that day.

Second, I think most people would accept that a storm could cause roof tiles to be blown off. I also note local news reports showing significant damage to roofs, walls, and fences in Mr T’s hometown, as well as the collapse of a large chimney at a nearby industrial building. So I’m satisfied that the damage to Mr T’s roof is consistent with storm damage.

That means the last question is key: were the storm conditions the main cause of the damage?

Mr T has made several points about why he believes Churchill’s decision was unfair. I’ve looked at everything he’s said but I don’t think I need to comment on each point to reach the right outcome. I’ve focused instead on what I think are the key issues. In summary:

- He accepts that the roof tiles showed signs of wear and tear. However, he doesn’t accept that they’d come away from the cement.
- He had work done on his roof in November 2021. This work included “checking all the ridge tiles... to ensure they were secure and, where they were not, effect repairs.”
- He sent us photos showing repairs to the ridge tiles.
- He believes this shows he was taking appropriate steps to ensure his roof was sound.

I’ve reviewed the photos and the surveyor’s report. I don’t disagree that the mortar looks old. Mr T also accepts this. However, that’s very different from the mortar being degraded to the extent that tiles were coming away from it. It’s apparent that tiles attached to similarly aged areas of mortar had withstood storm Eunice. And all the roof tiles had withstood three other named storms in January and February 2022.

Mr T told us he’d had repairs to the roof done just three months before storm Eunice. I can see evidence of these repairs in the photos Mr T provided. Churchill’s surveyor commented on them in his report. I don’t think it’s realistic to think Mr T’s builder would have made some repairs to the roof but ignored tiles that had debonded from the cement or showed other signs of deterioration. I think it’s worth noting that Churchill’s surveyor inspected the roof from ground level using a camera and zoom lens. While that’s fine, it means he didn’t closely examine the tiles and mortar. I think it’s reasonable to assume Mr T’s builder did.

Based on the evidence I’ve seen, I think Mr T had taken reasonable steps to make sure his roof was well maintained. Given the circumstances, I don’t think it was fair for Churchill to rely on the wear and tear exclusion in his policy to decline his claim. It follows that I intend to uphold the complaint.

Mr T paid for a builder to repair his roof in June 2022. Mr T has sent us an invoice showing this cost £480. I think Churchill should refund this, plus interest.

Finally, Churchill acknowledged that Mr T had experienced avoidable delays and inconvenience because of its surveyor’s poor communication and service. It gave him £150

*to apologise for this. Mr T hasn't raised this with us but, for the avoidance of doubt, I think this was fair."*

### **Responses to my provisional decision**

Mr and Mrs T told us they had nothing to add.

Churchill didn't accept my provisional decision. It said:

- The tiles were damaged in different areas of the roof. Churchill said it would expect to see "*more devastation in localised areas of the roof*" if the tiles were damaged by the storm.
- Its surveyor's photos were "*excellent*".
- My decision was based on assumption rather than fact.
- Mr T sent us evidence that he hadn't given Churchill when it investigated his claim.

### **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.

I don't think Churchill's arguments are valid. I don't think its 'localised damage' argument makes sense – the damage **was** in a specific area of the roof but in any case I disagree with the general point – the quality of its surveyor's photos isn't disputed, and Churchill has been able to consider the same evidence that I have.

The only assumption I've made is that I think it's very unlikely Mr T's builder would have ignored tiles that had become debonded from cement when he was making repairs to the roof. I don't think this is an unreasonable assumption.

Churchill hasn't provided any new evidence or comments that make me think my provisional decision was unfair. I see no reason to change this.

### **My final decision**

My final decision is that I uphold the complaint for the same reasons set out in my provisional decision. I require UK Insurance Limited (trading as Churchill) to:

- Refund £480 to Mr and Mrs T for the cost of repairs following the storm damage to their roof.
- Add interest to this amount at 8% per annum from the date Mr T paid his builder to the date of settlement.

If UK Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs T how much it's taken off. It should also give Mr and Mrs T a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs T to accept or reject my decision before 27 March 2023.

Simon Begley  
**Ombudsman**