

The complaint

Mr W and Mrs W have complained that U K Insurance Limited trading as Churchill Home Insurance (UKI) unfairly declined a claim under their home insurance policy.

What happened

Mr W and Mrs W found damage in their roof space. So, they contacted UKI to make a claim. UKI considered the claim but declined it because they said it wasn't covered by the policy, as it wasn't a one-off insured event. When Mr W and Mrs W complained, UKI maintained its decision to decline the claim.

So, Mr W and Mrs W complained to this service. Our investigator didn't uphold the complaint. He said based on UKI's assessor's findings and Mr W's own explanation there wasn't evidence to show what Mr W and Mrs W were claiming for was covered by the policy. He said it was reasonable for UKI to decline the claim.

As Mr W and Mrs W didn't agree, the complaint was referred 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.

Having done so, I don't uphold this complaint. I will explain why.

I have considered a range of comments and concerns raised by Mr W and Mrs W about how their claim was dealt with. If I don't comment on them here, it is because I don't consider it necessary to do so in order to reach a fair and reasonable decision.

For a claim to be covered, it must be an insured peril covered by the policy. I'm aware Mr W provided a definition of an insured peril but that was a general definition, not one contained in the policy. The policy listed the perils it covered, which included standard perils such as storm, flood and fire. The policy was designed to cover the listed one-off insured events. The policy also listed the exclusions, which included wear and tear and any damage caused gradually.

I'm aware when Mr W phoned UKI to register the claim, and since, he has said the damage to the roof space wasn't caused by a storm. He therefore seemed to object to UKI considering whether the damage was storm related. However, I don't consider it unreasonable for UKI to consider whether the claim might be covered by this peril as, in my view, it showed that UKI was looking into whether cover was available under the policy.

Mr W also objected to UKI sending someone to assess the damage who he said wasn't independent. The policy said: "*For any claim you must ... allow us (or our appointed suppliers) to access or inspect the damaged items and/ or property*". It isn't unusual for an insurer to use an appointed supplier and the policy explained this was a possibility.

This service would also normally say it was reasonable for an insurer to rely on its assessor's findings. I have read the assessor's report, which found there wasn't evidence to show the damage to the roof space was covered by the policy and identified long term issues with the roof space, including age-related deterioration. I haven't seen any reason to think it was unreasonable or unfair for UKI to rely on the assessor's findings for this claim.

Mr W and Mrs W have also said the damage was caused by a "*latent defect*" and should therefore be covered. A latent defect wasn't a one-off insured event covered by the policy. Mr W has also said a latent defect was the same as the definition of accidental damage. However, a latent defect is something that is longstanding that might only become apparent or cause a problem at a later date. That isn't the same as accidental damage and didn't meet the definition of accidental damage in the policy.

I've also looked detail at what Mr W and Mrs W described as the cause of the damage. Mr W told this service "*On the photographs, in the roof, it can clearly be seen that there is dust & grit laying on the asphalt. This was the prime causation...*". Mr W explained how he thought this had happened, which was that "*dust laden wind in everything from gale force to mild wind conditions had affected the roof edge underlay by entering the roof and causing contamination at ridge edge roof tiles, sagging and tearing*". Damage caused by dust and grit, including combined with varying wind conditions over time, wasn't listed as an insured peril under the policy terms and conditions.

Mr W also described damage caused by birds pecking moss and breaking through the roof, as well as expanding on his own assessment of the roof, such as the unfurling of the asphalt adhesion, tearing of the framework edges, discoloration of the asphalt and the sagging of the asphalt between the frames. I haven't read anything in the policy that suggested there was cover available for these issues.

I've also read Mr W's summary of the work recently carried out to the roof. This included him explaining there was ample evidence of contaminated airflow ingress and that the asphalt sheeting had been "*passed*" in 1975.

I'm aware Mr W and Mrs W have also said UKI should have sent claim forms. UKI has said it doesn't provide claim forms. Even if Mr W and Mrs W were at some point given the impression UKI did provide forms, I'm not persuaded Mr W and Mrs W were unable to provide a full account of their claim.

Mr W and Mrs W have also more recently objected to some of the issues covered in the assessor's report. This wasn't part of the complaint I am considering. Mr W and Mrs W would need to raise this with UKI in the first instance, so it can consider it.

Mr W and Mrs W have also said UKI hasn't offered a settlement for accidental damage to the kitchen ceiling. From what I've seen, Mr W and Mrs W were told they would need to register this as a new claim, as it was separate to the damage reported to the roof space. It is for Mr W and Mrs W to decide whether they wish to do this.

I've thought carefully about all the evidence provided by both parties. Mr W and Mrs W haven't provided evidence of damage covered by the policy. UKI's assessor also didn't find evidence of damage to the roof space that was covered by the policy. So, I think it was reasonable for UKI to decline the claim and I don't require it to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 26 July 2023.

Louise O'Sullivan
Ombudsman