

The complaint

Mr M is unhappy that Fairmead Insurance Limited declined part of his claim for storm damage.

What happened

Mr M had buildings insurance with Fairmead, which included cover for his outbuildings. He claimed under the policy after his home and three of the outbuildings were damaged during a named storm.

Fairmead accepted his claim for one of the buildings (Shed 2), but it declined the remaining three because it didn't think the storm was the main cause of damage.

Both parties are familiar with the details of the claim and the complaint, so I won't repeat them here. Instead, I'll focus on explaining the reasons for my decision.

I issued a provisional decision in May 2023 explaining that I was intending to uphold Mr M's complaint. Here's what I said:

provisional findings

I don't think all four parts of his claim are covered under the policy for the reasons Fairmead gave. But I think his claim for one more of the outbuildings should be considered under the remaining terms of the policy. I'll explain why.

Ordinarily, when considering a complaint about a declined storm damage claim, I'd look at whether there was a storm, whether the damage was consistent with that typically caused by a storm, and, if so, whether the storm was the main cause of the damage.

Fairmead has already accepted Mr M's claim under the storm peril for one of his buildings, so I'm satisfied that both parties agree there was a storm and that the damage is typical of that caused by a storm.

The outstanding issue is that Mr M doesn't think Fairmead should've declined the rest of his claim. For consistency, I'll address each part of the claim under the same headings as those used in previous correspondence.

Shed 1

Fairmead declined Mr M's claim for the roof damage under the policy exclusion for wear and tear and because insufficient evidence was available to determine the condition of the slates.

Mr M said all slates were available to view, albeit on the floor because the storm had blown them from the roof.

In making his claim, it was Mr M's responsibility to show that he suffered an insured loss. The photos show his repaired shed roof and the broken slates on the ground. The surveyor said:

Not all of the missing slates were available for inspection preventing us from being able to validate whether the high winds have exacerbated a previous issue or whether the damage is down to the storm alone. The photographs provided only show the slates on the floor not the roof at the point of claim and therefore it is not possible to validate storm damage.

I can see why Mr M thought photos of the slates on the ground would be sufficient evidence that they'd been brought down during the storm, and he said the slates are still available for Fairmead to inspect. I think Fairmead was expecting to see evidence of the damaged slates on the roof before repairs. But I don't think it's unreasonable that Mr M had the roof repaired, although it would've been helpful for Fairmead to see photos of the damage before the repairs were carried out.

Looking at Fairmead's account notes, the outcome of the survey was unclear, such that it had to ask its own surveyor to explain the conclusion. The surveyor responded to say that the sheds were, "already suffering from nail fatigue, natural breakdown of materials, slippage and rot and evidence of previous repair works".

However, in the original report under the heading of Shed One, the surveyor stated:

The wood that the slates are attached to is in relatively good condition but the nails have rust and fatigue which may be contributing to the damage. At the front of the shed the beams [sic] and the trusses and [sic] all structurally sound.

This tells me that while the condition of the nails may have contributed, the surveyor hasn't concluded that they were the main cause of damage.

Turning to Mr M's photos of the sheltered side of that same shed and the undamaged upper part of the roof, it appears to be in a good state of repair. Fairmead's surveyor confirmed that in the original report.

Based on the evidence, then, I think it's more likely than not that the repaired part of the roof was previously in a similarly good condition to that of the rest of the roof. Therefore, I don't think Fairmead has fairly concluded that it was unable to validate this part of Mr M's claim, or that the wear and tear exclusion applies here.

Fairmead pointed out that the temporary repairs Mr M carried out caused further damage to the roof. In the General Conditions section of the policy, under the heading of "Your duty to prevent loss or damage", it states:

If loss or damage does occur, you must take all reasonable steps to prevent further loss or damage.

Therefore, I don't think it was unreasonable for Mr M to carry out temporary waterproofing repairs before the surveyor inspected the damage around three weeks later.

In respect of Shed 1, I'm minded to require Fairmead to reconsider Mr M's claim under the remaining terms and conditions of the policy in effect on the date the damage was caused.

Shed 3

Fairmead declined Mr M's claim for this roof because there was evidence of pre-existing damage. I understand Mr M accepts there was damage present before the storm.

For me to uphold this element of Mr M's complaint, I'd need to see evidence that the storm was the main cause of the damage.

The photos show that a significant portion of Mr M's shed roof had slipped. Fairmead referred to online images which show roof damage prior to the storm. I've looked at both sets of photos and I agree that there was evidence of damage in broadly the same parts of the roof before the storm, including significant tile slippage. Given the extent of the damage, I have no reason to doubt that the roof came down during the storm, but I think Fairmead has reasonably concluded that the storm simply highlighted existing damage.

I haven't seen anything that persuades me Fairmead should reconsider this element of the claim, and I note Mr M has since accepted the outcome for this building. I don't plan to address this point any further.

Main roof

Fairmead declined this part of Mr M's claim, again for wear and tear. Mr M doesn't agree that the roof slates would've slipped without the presence of the storm, so he thinks this part of his claim should be covered.

The photos of the main roof show that the damage wasn't as extensive here as on the sheds. Some slates are displaced and cracked, mainly those close to the side edge of the roof by the chimney, and Mr M had carried out some temporary repairs. But Fairmead said the roof had cracks in the capping by the chimney which weren't consistent with storm damage. In the absence of any contradictory evidence, I think it's reasonable that Fairmead concluded the storm simply highlighted the already damaged areas of the roof which contributed to the tiles slipping in the storm.

The damage shown on the main roof is consistent with the surveyor's report of wear and tear, so I think Fairmead fairly declined this part of the claim under the policy terms and conditions.

Claim handling

Mr M complained that Fairmead didn't handle his claim well and he feels he provided an administrative service to it.

I accept that Mr M felt Fairmead's service fell short of what he might've expected. When thinking about whether compensation is due, I must look at whether Fairmead caused avoidable delays or additional, and therefore avoidable, inconvenience or financial loss.

Fairmead surveyed the damage just over two weeks after Mr M made his claim. The account notes show it looked into the circumstances of the claim and gave its decision around four

weeks later. I think the timeframe is reasonable given the four elements of Mr M's claim to consider, the ongoing storms, and the time of year.

While I understand the whole matter has gone on for longer, that's because Mr M didn't agree with Fairmead's decision. So, I can't reasonably say the delay in finalising the claim was due to anything Fairmead could've avoided.

Therefore, I don't think the evidence shows any significant avoidable delays or inconvenience which caused Mr M any additional financial loss for which he should be compensated.

I said I was intending to require Fairmead Insurance Limited to:

- reconsider Mr M's claim for storm damage to the roof of Shed 1 under the remaining terms and conditions of the policy in place at the time the damage happened.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Mr M felt all information had been considered and he accepted my provisional decision.

Fairmead also accepted my provisional decision.

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.

As both Mr M and Fairmead agreed to my provisional decision, I see no reason to change my provisional findings. Having reconsidered the evidence, I'm satisfied that the outcome is fair and reasonable in the circumstances, and for the reasons I gave in my provisional decision.

My final decision

For the reasons I've explained above, and in my provisional decision, I uphold Mr M's complaint and Fairmead Insurance Limited must:

- reconsider Mr M's claim for storm damage to the roof of Shed 1 under the remaining terms and conditions of the policy in place at the time the damage happened.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 4 July 2023.

Debra Vaughan
Ombudsman