

## **The complaint**

Mr H complains that Fairmead Insurance Limited declined a claim he made under his buildings insurance policy following bad weather.

## **What happened**

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

- In January 2023, Mr H's tenant let him know water was entering the building through the roof. He got in touch with Fairmead to make a claim.
- Fairmead arranged an inspection of the damage in March 2023 and declined the claim shortly after. It said the damage had been caused by general wear and tear and the failure of sealant or grout – neither of which is covered by the policy. It accepted there had been a delay and offered £100 compensation.
- Our investigator thought Fairmead had acted reasonably when it declined the claim for the roof damage. But she thought recent rainfall had caused damage internally and this part of the claim should be accepted. She also said Fairmead should increase the compensation to a total of £300.
- Mr H broadly accepted what our investigator said. Fairmead didn't. It said the internal photos showed mould, black staining and bubbling, so the damage had been ongoing for some time and would have been visible to the tenant.

## **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 policy covers damage caused by storm and/or accidental damage. I'll consider the external and internal damage in turn.
- Fairmead seems to have accepted there were storm conditions at the relevant time. The question is whether those conditions are likely to have been the primary cause of the damage to the roof.
- To answer that question, I've considered the available evidence. That's the report and comments from Fairmead's inspection. Whilst Mr H had a roofer visit, he hasn't been able to provide any comments from them for me to consider.
- Fairmead says the ridge tiles next to the chimney have lifted and allowed water to get into the building – and that's more akin to wear and tear than storm damage. Looking at the photos, some cracking can be seen to these tiles. I'm not persuaded that's likely to have been caused by the storm as strong winds don't usually cause this kind of damage. So I'm satisfied Fairmead's view on the cause of the roof damage is reasonable and this part of the claim can fairly be declined.

- The policy doesn't define the phrase 'accidental damage'. In my view, the ordinary, everyday meaning of it is something 'unforeseen and unintentional'. The policy excludes any damage caused gradually, such as wear and tear. I've thought about the nature of the internal damage and whether it's covered by the policy based on the evidence available.
- Fairmead's report noted internal water damage as a result of 'rain penetration'. Photos taken by Mr H close to the time of the storm show water damage that looks recent and fresh – and was likely caused by the rainfall during and shortly after the storm. I recognise later photos taken by Fairmead show darker staining and mould more commonly found with ongoing problems – but this seems to be the result of taking the photos around six weeks after the water entered the building. Because of that, I'm satisfied the water damage caused by rainfall entering the building amounts to 'accidental damage' and is covered by the policy. To put things right, Fairmead should accept the claim for that damage.
- Any damage caused by the failure of sealant or grout around the floor level can be excluded as the policy doesn't cover damage caused this way.
- Fairmead accepted it caused an avoidable delay inspecting the damage and offered £100 compensation. Bearing this delay in mind – and the delay in dealing with the internal damage caused by unfairly declining it – I'm satisfied our investigator's suggestion to increase compensation to a total of £300 is a reasonable one. If Fairmead has already paid the initial £100, it need only pay a further £200.

### **My final decision**

I uphold this complaint.

I require Fairmead Insurance Limited to:

- Accept the claim for internal damage caused by rainfall.
- Pay a total of £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 22 August 2023.

James Neville  
**Ombudsman**