

The complaint

Mrs G complains UK Insurance trading as Privilege (UKI) unfairly declined her claim on her home insurance policy.

There are several parties and representatives of UKI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to UKI.

What happened

Following some bad weather in February 2022 Mrs G noticed a damp patch on the ceiling of one of her bedrooms. After she removed some wallpaper to investigate she found the exterior walls were damp.

Mrs G got a local tradesman to look at the issue so she could get an emergency repair completed and so she could specify the damage to her insurer UKI. The tradesman found several roof tiles had been ripped off the roof and there was damage to the felt underneath them. They completed some basic temporary repairs. Mrs G then obtained two quotes for repairs for the exterior damage and two for the interior damage and redecoration.

Mrs G contacted UKI to make a claim on her home insurance policy on 1 April 2022.

UKI's approved supplier attended and inspected the roof at Mrs G's property. It did not inspect the internal damage. It said as temporary repairs had already been completed it was unable to review the damaged tiles. It inspected the rest of the roof area and said the main cause of the damage was age related wear and tear and not storm damage.

UKI said it reviewed the weather records for a period of two months leading up to the date of loss, to see if there was any evidence of storm weather. It said the records didn't show rainfall was at storm conditions. It said it also reviewed the wind speeds for the same period and again this failed to meet a wind speed that would mean storm conditions.

Mrs G's claim was declined for both the external and internal damage.

Mrs G complained to UKI, and it accepted it had caused delays to the claim and paid her £200 for the inconvenience caused as a result of this. It still declined to settle her claim for the damage caused.

As Mrs G was not happy with UKI, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said based on the evidence available that the general wear and tear exclusion was applied fairly to both external damage and to the accidental damage caused internally. They said the £200 paid for the delays was fair and in line with what they would've recommended.

As Mrs G is unhappy with our investigator's view the complaint has been brought to me for a Final decision to be made.

What I provisionally decided – and why

When we consider complaints about claims as a result of storm damage we approach them in a similar manner. There are three conditions that need to be met before we can say that a business should deal with a claim for storm damage. Those conditions are:

1) Was there a storm?

I have considered all the information presented and I am reassured that after looking at all the evidence obtained by our investigator that there was windy weather that would be considered as a storm in the month prior to Mrs G noticing damage to the inside of her home.

I have also seen evidence within UKI's own claim notes that it too accepted there had been wind recorded at storm conditions in February 2022. However in its response letter to Mrs G it failed to rely upon this information and said wind speeds recorded had failed to meet its business requirement for storm conditions.

2) Is the damage typical of that caused by a storm?

I think the damage reported to the roof of slipped and broken roof tiles and the subsequent leak through the ceiling could be typical of that caused by a storm. As winds had been recorded at storm level I am not in agreement with UKI's decision that both the internal and external damage was not related to a storm was correct.

3) Were the storm conditions the main cause of the damage?

I looked at the report provided by UKI's approved supplier and it was very brief. It said as Mrs G had had the slipped roof tiles put back in place by the time it attended to look at the damage it could only report on damage to the roof valley and found that mortar was damaged. It said this was not storm damage but was the result of age-related wear and tear.

Mrs G said her roof was in a good state of repair and I saw evidence of maintenance being undertaken to the roof in September 2020 which included replacing cracked tiles and pointing of ridges and valleys. This evidence was submitted to UKI but it said it was unable to change its decision based on evidence already presented.

UKI said it only looked at the roof externally. It did not fully inspect or report on the condition of the roof underneath the tiles or the damage reported due to the rain getting in. UKI accepted it should have inspected the property from inside.

I looked at the reports completed by the two companies engaged by Mrs G to provide an assessment and quotation for repairs to the damage to the roof. They reported damaged tiles on the roof and to the roof felt underneath. Both of these companies looked at the roof from the inside and pictures and a video were provided of internal and external damage. One company made the temporary emergency repairs to make the roof water tight for a short period of time.

I think it was reasonable Mrs G had emergency repairs completed to stop water getting in through the hole made by the missing tiles. The temporary work included only replacement of a couple of ridge tiles to make the roof watertight until full repairs were undertaken. I saw she paid for this herself. I do not think these repairs stopped the rest of the reported damage being inspected.

UKI admitted its inspector's report was not full or comprehensive and agree the failure to inspect the interior damage was unacceptable. I think If UKI had completed a thorough inspection to Mrs G's property it would have seen the damage to the roof felt underneath the tiles. And in addition it could have reported on the water damage to the bedroom.

I think it's reasonable to accept the evidence provided confirms that some of the damage to the roof was caused by the storm conditions.

I therefore think the three conditions that say a business should deal with a claim for storm damage were met.

Mrs G has provided evidence that she has had work completed to repair the roof at her own cost. This work does not include that of the internal water damage.

After considering all the evidence provided it confirms there were storm conditions at the time of the damage and therefore UKI were incorrect to decline Mrs G's claim for this reason. And there is evidence to support that at least some of the damage to the roof was caused by the storm conditions rather than entirely by age related wear and tear.

I think the fair and reasonable outcome in this case is that UKI partially settle Mrs G's claim for storm damage to the roof. And reconsider her claim for the internal damage.

Therefore, I intend to uphold Mrs G's complaint and intend to require UKI to settle 50% of the amount (£3,750) she has paid for the repairs to her roof. And to reconsider the internal water damage to her property under the accidental damage part of her policy. UKI should also pay Mrs G a further £500 in compensation for the delays and distress caused due to it failing to acknowledge there were storm conditions prior to the damage being caused.

Responses to my provisional decision

Mrs G responded to say she was happy with the provisional decision.

UKI responded to say it accepted my 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 Mrs G and UKI accepted my provisional decision, I maintain my provisional decision and I uphold Mrs G's complaint. I require UKI to settle 50% of the amount (£3,750) she has paid for the repairs to her roof. And to reconsider the internal water damage to her property under the accidental damage part of her policy. UKI should also pay Mrs G a further £500 in compensation for the delays and distress caused due to it failing to acknowledge there were storm conditions prior to the damage being caused.

My final decision

For the reasons I have given I uphold this complaint.

I require UK Insurance trading as Privilege to settle 50% of the amount (£3,750) Mrs G has paid for the repairs to her roof. And to reconsider the internal water damage to her property under the accidental damage part of her policy. This should be done within 28 days of the date on which we tell it Mrs G accepts my final decision.

UK Insurance trading as Privilege should also pay Mrs G a further £500 in compensation for the delays and distress caused due to it failing to acknowledge there were storm conditions prior to the damage being caused. It must pay the compensation within 28 days of the date on which we tell it Mrs G accepts my final decision. If it pays later than this it must also pay

interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 6 September 2023.

Sally-Ann Harding
Ombudsman