

The complaint

Miss G complains about Gresham Insurance Company Limited declining a claim she made on her buildings insurance policy.

Gresham are the underwriters (insurers) of this policy. Part of this complaint concerns the actions of their appointed agents. As Gresham have accepted they are accountable for the actions of their agents, in my decision, any reference to Gresham should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to both Miss G and Gresham. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Miss G had a home insurance policy with Gresham. In January 2023 she contacted them to register a storm damage claim against her policy. Gresham arranged for a surveyor to visit Miss G's property.

Gresham ultimately declined the claim. Miss G made a complaint about the claim decline and the conduct of the surveyor when they visited. Gresham partially upheld the complaint and offered Miss G £100 for any inconvenience caused by the service she'd received.

Unhappy, Miss G referred her complaint to our Service for an independent review. Our Investigator considered the complaint and partially upheld it. He recommended that the claim needed to be reconsidered under the accidental damage peril. As Gresham didn't accept, the complaint has now been referred to me for a 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.

This decision only addresses those issues I consider to be materially relevant to this complaint. This isn't meant as a discourtesy to either party – it simply reflects the informal nature of our Service.

Our Investigator has previously explained our well-defined approach to storm damage claims. More details are available here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage>.

In summary:

- *Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- *Is the damage claimed for consistent with what we generally see as storm damage?*

- *Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?*

As the relevant weather reports don't support that there were storm conditions on or around the date of the alleged damage here, I find that Gresham have fairly declined this claim for both the internal and external damage under the storm peril and I don't need to consider parts two and three of the above test. I will return to the declined claim later in the decision.

The surveyor's actions

Gresham accept that they've let Miss G down through the actions of their agent (the surveyor). I'm satisfied that £100 is a fair, reasonable and proportionate offer – relative to the impact on Miss G. I want to be clear here that I'm not dismissing Miss G's perception of the surveyor's behaviour, but in the absence of compelling supporting evidence, it's difficult for me to conclude - on balance, that Gresham need to do more to put things right in regard to this complaint point.

Accidental damage cover

Miss G's policy also included accidental damage cover. Our Investigator recommended that the internal damage to the bathroom sink, bath and some lower level bathroom tiles be reconsidered under the accidental damage cover provided by this policy.

Gresham responded to say they didn't agree, as the ultimate cause of the damage was not caused by an 'outside force' (accidental damage policy definition). This may well be the ultimate position Gresham reach after considering the claim under this section of the policy, but the complaint referred to our Service was about the declined storm damage claim and the conduct of the surveyor - and it would be inappropriate of me to speculate on the outcome of any new claim before Gresham have fully considered it.

My direction is that Gresham need to reconsider the claim for damage to the bath, sink and lower tiles in line with the remaining policy terms (under accidental damage cover) and pay Miss G an additional £100 to recognise that they could have handled this claim better. this is in addition to the £100 they'd already offered in recognition that the service provided by the surveyor could've been better.

Putting things right

Gresham Insurance Company Limited need to:

- reconsider the claim for damage to the bath, sink and lower tiles in line with the remaining policy terms (under accidental damage cover); and
- pay Miss G an additional £100 to recognise how this claim was handled.

My final decision

My final decision is that I partially uphold this complaint and direct Gresham Insurance Company Limited to follow my direction as set out under the heading 'Putting things right'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 9 October 2023.

Daniel O'Shea

Ombudsman