

The complaint

Mr L complains that UK Insurance Limited ('UKI'), trading as Prudential Home Insurance, declined a claim for storm damage under his home insurance.

Mr L is represented in this complaint by a relative (referred to in my decision as Mr R) but, for simplicity, I'll refer mainly to Mr L in my decision.

What happened

Mr L had a UKI home insurance policy. In November 2022, he discovered water had come through his roof during a storm, causing damage to a bedroom. The storm had also blown the roof off his garage and damaged contents stored inside. Mr L reported the damage to UKI and made a claim on his insurance.

UKI appointed a surveyor to inspect the damage. The surveyor's report said, in summary:

- The concrete roof tiles weren't damaged and "*There was no storm related damage externally*".
- The asphalt membrane underneath the roof tiles had "*a number of tears*" and "*was clearly deteriorated due to progressive effects of expansion and contraction*".
- The water damage in the bedroom was a one-off event so was covered by the policy's accidental damage cover.
- Mr L and Mr R had been verbally abusive and physically threatening towards him.

Based on this report, UKI declined most of Mr L's claim. It said the damage to the main roof was due to wear and tear so wasn't covered by his policy. It said its surveyor was unable to access the flat roof because it was covered by a tarpaulin. Finally, it said Mr L and Mr R's behaviour towards its surveyor was "*not acceptable*", so it wouldn't ask its supplier to repair the bedroom damage. Instead, it paid Mr L a cash settlement of £811.25 to cover repairs.

Mr L was unhappy with this and brought his complaint to this service. He says he was unhappy with the surveyor and asked him to leave his home, but he says the surveyor has lied about what happened during the visit. He wants UKI to settle his claim in full.

Our investigator didn't recommend that Mr L's complaint should be upheld. She was satisfied that the surveyor's report and photos showed the damage to the main roof was most likely due to wear and tear, so thought UKI's decision to decline this part of Mr L's claim was reasonable. She accepted that UKI's surveyor couldn't inspect the garage roof and thought its decision to decline this part of the claim was also reasonable. Finally, she noted that Mr L didn't think UKI's cash settlement was enough to cover the internal damage but hadn't provided any evidence to support this.

Mr L disagreed with our investigator, so the case was passed to me to review.

My provisional decision

I issued a provisional decision on this complaint on 9 November 2023. In it, I explained that I

intended to uphold part of Mr L's complaint. I said:

"Before I decide whether the damage to Mr L's home is covered by his insurance, I've considered what happened when UKI's surveyor visited him in December 2022.

The surveyor says Mr L and Mr R were verbally abusive and "chased [him] out of the property". Mr L says this isn't true. He accepts that they asked the surveyor to leave, but only because they were upset by him turning up more than seven hours late for the inspection, his "belligerent" and "arrogant" attitude, his conclusion that the claim on the main roof should be declined, and his refusal to inspect the garage roof.

Understandably, there's no recording of the inspection so there's no evidence which might show conclusively whether Mr L and Mr R acted unreasonably or whether they simply made legitimate, albeit frustrated, complaints that the surveyor overreacted to. In his call to UKI to report the claim, Mr L described his health problems to the call handler, and I could hear how the conversation left him short of breath. Given his age and health problems, I think Mr L might reasonably be considered vulnerable and I can understand why Mr R might have asked the surveyor to leave if Mr L became distressed.

In February 2023, Mr L sent UKI more information about his claim as well as his account of the surveyor's visit. UKI acknowledged Mr L's "continued dissatisfaction" but said "no further review will be carried out." It didn't address his concerns about the surveyor's behaviour and didn't mention his claim for damage to the bedroom and garage roof.

I understand that UKI, rightly, wants to protect its suppliers. But it must also be fair to its policyholders. There are conflicting accounts of what happened during the surveyor's visit, but it doesn't look like UKI investigated this. I think it should have done. There are several points that could have been easily checked. For example:

- *The surveyor said he called Mr L as soon as he'd repaired his tyre to say he'd be late. Mr L says Mr R made the call about 90 minutes after the surveyor was due. UKI could have asked the parties for evidence of these calls.*
- *UKI could have asked its surveyor why he was so late for the inspection. His report mentions a flat tyre; I'm not persuaded that this is a reasonable excuse for arriving seven hours late.*
- *The report said the surveyor was only told about the garage roof "at the very end of the survey". When Mr L first spoke to UKI he was clear that the damage was to both his main roof and garage roof. UKI could have asked the surveyor why he wasn't aware of the damage to the garage.*

Although I can't be sure what happened when the surveyor visited Mr L, I don't think it's fair that UKI – with no corroborating evidence or investigation into the allegations of poor behaviour by either party – took its surveyor's word over Mr L's. I've considered the impact of this when looking at the rest of Mr L's complaint.

When we look at complaints about storm damage, we ask three questions:

- 1. Were there storm conditions on or around the date of the claim?*
- 2. Is the damage consistent with storm damage?*
- 3. Were the storm conditions the main cause of the damage?*

If the answer to any of these questions is "no" the claim won't succeed.

Section 1 of Mr L's policy booklet shows he's covered for loss or damage caused by a storm.

The booklet doesn't define a storm. However Mr L provided a lot of evidence – for example, local and national news reports, plus weather records – to show the severe weather that hit his part of the country in early November 2022. UKI accepted that these were storm conditions, so it's the second and third questions that are key to the claim.

The claim was for damage to the main roof, bedroom, and garage roof. I'll take each of these separately.

Main roof

The expert evidence in this case comes from UKI's surveyor's report. His conclusion was that the lack of damage to the roof tiles, and tears in the asphalt membrane, showed the damage was due to wear and tear. Specifically, he said the membrane had deteriorated due to expansion and contraction. He noted that the roof was approximately 55 years old, and the rear aspect had been replaced about ten years before. I've done some research and found that this type of thermal damage is relatively common with membrane roofs.

The report contains several photos that appear to support the surveyor's conclusions. For example, the photos show no visible damage to the tiles. One of the photos inside Mr L's attic shows a tear in the membrane with a roof tile visible through the gap. The surveyor is saying that if the storm winds were strong enough to have torn the membrane under the tiles, he'd expect to see damage to the tiles themselves.

Mr L hasn't provided his own expert report to contradict these findings. I've considered the information, photos, and repair quotes he sent us. Neither quote describes damage to the tiles. And although Mr L told us he could hear the roof tiles rattling and lifting during the storm, he hasn't provided expert evidence of this or that this could have allowed winds to tear the membrane underneath. The surveyor's report said: "The tiles are not showing as been lifted."

I've thought about whether his argument with Mr L might have influenced the surveyor's report. However, both parties said the argument happened after the surveyor told Mr L the damage was due to wear and tear. So I'm satisfied that I can accept the report as a true summary of his findings.

In the absence of any expert opinion to the contrary, I accept UKI's surveyor's conclusion that the roof's asphalt membrane had worn away over time. In other words, the storm wasn't the main cause of the damage. It follows that I don't think it was unreasonable for UKI to decline this part of Mr L's claim.

Bedroom

Mr L doesn't understand how UKI can decline his claim for storm damage to the roof yet accept liability for the water damage in the bedroom. I understand this so I'll try to explain.

Mr L's policy schedule shows he's covered for accidental damage to his buildings and contents. His policy booklet defines accidental damage as any "sudden and unintentional physical damage that happens unexpectedly". This doesn't have to be storm damage.

UKI's surveyor found that the water damage in Mr L's bedroom was caused suddenly and unexpectedly and recommended that UKI settle this part of the claim. Under the policy terms, UKI must either repair the damage or make a cash payment. It wasn't prepared to have its contractors repair the damage, so it offered Mr L a cash payment of £811.25. Mr L doesn't think this is enough.

I've looked at both the report and UKI's internal notes of the claim. I see that the surveyor put the cost of repairing the damage at £811.25, but I couldn't find any explanation for how he calculated this sum and there's no description of what it covers.

However, Mr L hasn't provided his own estimate for repairing the internal damage or explained why he thinks UKI's offer is too low. Without this, I can't say that UKI's offer is unfair. If Mr L can provide this, I'd expect UKI to review this. But having studied the damage I can see in UKI's photos, I don't think its offer is unreasonable.

Garage roof

Mr L's photos show significant damage to the garage roof, with large sections of felt torn off it. The surveyor's report says: "The [garage] flat roof was advised at the very end of the survey for which I could not access as there was a tarpaulin added onto the top and no photographs taken." I have three concerns here.

- 1. As I've said, Mr L told UKI that the damage was to both his main roof and the garage roof. So I don't understand why the surveyor wasn't expecting to look at the garage.*
- 2. I don't think it would have taken much time for the surveyor – with Mr R's help if necessary – to remove the tarpaulin. I don't think it was acceptable for him to say he wasn't going to inspect it.*
- 3. When he provided more information about his claim in February 2023, Mr L told UKI that his neighbour had taken photos of the garage roof. I think UKI should have asked for these and reviewed them. If it needed to validate the claim, I think it should have asked another surveyor to complete the inspection.*

This means UKI declined part of Mr L's claim without reviewing Mr L's photos or inspecting the damage. I don't think this was fair.

Normally, I'd ask UKI to reconsider this part of Mr L's claim. However, UKI had the chance to inspect the roof in December 2022 and didn't. Given the time that's passed since then, and the likelihood that the damage has got worse, I'm not persuaded that a new inspection would help. I think the evidence shows the damage to Mr L's garage roof is consistent with storm damage and, on balance, I'm satisfied that the storm was the main cause of the damage. That means I'm going to ask UKI to settle this part of Mr L's claim in line with the remaining policy terms.

Mr L's quote for repairs to the garage roof was £1,918 (plus VAT). This quote was in February 2023 so I'm conscious it's now out-of-date. I think it would be fair to both parties if Mr L got a new quote before UKI settles his claim. I also note that Mr L told us some garage contents were ruined. He should provide details of these to UKI to consider whether they're covered by his policy.

Finally, for the reasons I set out at the start of this decision, I think UKI's handling of Mr L's claim caused him unnecessary distress and inconvenience. In the circumstances, I think it should pay Mr L £200 to reflect this.

In summary, and subject to any evidence the parties wish to provide in response to this provisional decision, I think:

- UKI's decision to decline the claim for damage to the main roof was reasonable.*
- In the absence of evidence from Mr L, UKI's cash settlement for the water damage in the bedroom was fair.*
- UKI's decision to decline the claim for damage to the garage roof was unreasonable.*

- *UKI should compensate Mr L for its handling of his claim.*

Responses to my provisional decision

UKI accepted my provisional decision and had no further comments.

Mr L – through his representative, Mr R – didn't say whether he agreed with my decision. He said, in summary:

- He lives in a very rural area, and it would be difficult to get a new quote for the garage roof before I make my final decision.
- It was hard to get the original quotes for repairs, with tradesmen reluctant to visit his home. This explains the lack of quote for the bedroom damage. He expected his insurer to take care of this for him.
- UKI didn't treat him "*professionally, reasonably or even fairly*".
- Mr R telephoned the surveyor when he wasn't on time for the inspection, not vice versa.
- He doesn't believe the surveyor could have made a proper evaluation of the damage given it was already dark when he arrived. He also questions whether the surveyor holds appropriate professional qualifications.
- He made a similar claim for the rear side of his main roof ten years ago, which was initially declined before being upheld by this service. He believes UKI is trying the same tactic.
- He made several comments about UKI's most recent annual accounts.

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.

Mr L has made many comments about why he believes UKI's handling of his claim was unfair. I've looked at everything he's said but I don't think I need to address each point to reach the right outcome. I've focused instead on what I think are the key issues.

I'm satisfied that I've already considered the points Mr L raised. I understand his comments about the report, however the surveyor's photos clearly show it was still light enough to see the condition of the roof tiles and the internal photos are also clear. While I appreciate the difficulties Mr L had finding quotes for repairs, he hasn't provided expert evidence to contradict UKI's surveyor's findings about the main roof. And, for the reasons set out in my provisional decision, I don't think those conclusions were unreasonable.

Mr L told us it might take time to get a new quote for the garage roof. I understand that and I wasn't expecting him to provide this in response to my provisional decision. I think it would be reasonable for him to get a new quote before UKI settles this part of his claim but if he's unable to get this quickly – and given his vulnerability – I'd expect UKI to make appropriate allowances. For example, it might be reasonable to use the February 2023 quote as basis for any settlement. I leave that to UKI and Mr L to agree.

Otherwise, I uphold Mr L's complaint for the same reasons I set out in my provisional decision.

My final decision

My final decision is that I uphold the complaint and require UK Insurance Limited to:

- Settle Mr L's claim for damage to his garage roof in line with the policy terms; and
- Pay Mr L £200 to reflect the distress and inconvenience its handling of the complaint caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 19 December 2023.

Simon Begley
Ombudsman