

The complaint

Mr C has complained about the decision made by UKI Insurance Limited (trading as 'Direct Line Home Insurance', who I'll refer to as 'UKI') to decline a claim he made for damage to his roof, caused by a storm.

What happened

Mr C made a claim on his buildings insurance policy, for damage caused the roof of his property by a storm, in October 2023.

UKI sent its loss adjuster to the property to inspect the damage. Following the visit, the loss adjuster provided a report on the damage to UKI. The report said that the timber batons had rotted causing slates to be dislodged and the fascia to become loose, which they concluded was due to a natural breakdown of materials. UKI then applied an exclusion to the claim, on the basis that lack of maintenance, and wear and tear was responsible for the damage, and declined the claim.

Unhappy with their claim decision, Mr C complained to UKI. He received their final response letter on 2 November 2023 not upholding the complaint. Mr C then referred his complaint to this service.

Our investigator looked into what had happened and issued a view in January 2024, not upholding the complaint. He concluded that UKI had acted fairly in declining the claim based on the damage being caused by the general breakdown of the roofing material and wear and tear, not the impact of the storm.

Mr C didn't agree with our investigator's view and requested an ombudsman's decision on his complaint.

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.

Having done so, I've come to the same conclusion as our investigator. I'll explain why.

Mr C is unhappy that UKI declined his claim and believes the storm conditions were responsible for the damage caused to his roof, not gradual wear and tear, as argued by UKI.

So, I've considered the claims' decision reached by UKI to see whether it was made in accordance with the policy terms and conditions and was fair and reasonable in the circumstances.

When our service considers complaints about claims for storm damage, we ask ourselves three questions. Unless the answer to all three questions is yes, it's likely that the claim wouldn't succeed. The three questions we ask are:

- Were there storm conditions on or around the date of the reported damage?

- Is the damage reported consistent with damage typically caused by a storm?
- Were the storm conditions the main cause of the damage?

So, I've next gone on to consider each of these questions, in turn.

Were there storm conditions?

UKI has not accepted there were storm conditions around the time Mr C reported the damage to his roof. However, Mr C has said that his property is located on higher ground so the wind speeds were higher at his home. I accept it was possible that there were storm conditions around the time of the claim, however, I don't need to make a finding on this because Mr C's claim doesn't meet the third question that we ask, as I'll go on to explain.

Is the damage consistent with storm damage?

The damage in this case, of tiles and fascia board being blown off a roof, is consistent with damage typically caused by storm force winds.

Was the storm the main cause of damage?

Mr C told us, in response to the view, that he replaced the slate tiles as and when they came off the roof, and he said that in his opinion a gust of wind below the fascia board off the house as it wasn't loose beforehand. He explained that he had PVC covering the fascia boards and took care of the roof

I've considered Mr C's testimony together with the report on the roof and accompanying photographs from UKI's loss adjuster. Having done so, I'm persuaded that the dominant cause of the damaged tiles and fascia board coming loose from the roof was the gradual deterioration of the roof batons and mortar.

While the policy does provide cover for damage caused by a storm (set out on page 8 of the policy booklet), page 7 of the policy booklet says:

'Just like most insurers we don't cover:

- *Wear and tear*
- *Maintenance and routine decoration*
- *Loss or damage as a result of the lack of maintenance and/or routine decoration'.*

Having carefully considered the available evidence, I think it more likely than not, that the dominant cause of the damage was gradual wear and tear. So, UKI have acted within the policy terms and conditions and have fairly declined Mr C's claim. I therefore do not uphold this complaint.

My final decision

For the reasons set out in this decision, my final decision is that I do not uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 April 2024.

Carolyn Harwood
Ombudsman