

The complaint

Ms R complains about U K Insurance Limited trading as Privilege ("Privilege"). She wants Privilege to accept the claim and carry out repairs at her home.

What happened

Ms R held home insurance with Privilege. Her home has a conservatory attached to the property.

In April 2023, Ms R noticed water entering her conservatory. She has clarified that this was water running down the brick walls inside the conservatory.

In May 2023 she contacted Privilege and submitted a claim, believing that the water was a result of storm damage.

Privilege sent an assessor to Ms R's home. The assessor looked on the conservatory roof for evidence of storm damage.

The assessor reported that he had not seen evidence of damage caused by a storm. He considered that there was evidence of damage to the lead flashings which covered the join from the conservatory roof to the brick wall. He noted that these had signs of fatigue cracks to them, which he considered was a sign of wear and tear. He also noted that there were signs of missing pointing above the flashing.

Based on his report, Privilege declined Ms R's claim as it did not consider that there was evidence of damage caused by an insured peril.

Ms R commissioned replacement of the lead flashing at a cost of over £800, but water ingress has continued since then. She has been advised that there was nothing wrong with the flashing and the water ingress is from storm damage.

Ms R complained to Privilege. Privilege maintained its decision to decline the claim. Ms R contacted us.

Our investigator looked into this matter and did not recommend that the complaint be upheld. She set out our approach to storm claims and explained why this matter would not meet those tests.

Ms R did not accept that view and asked for an ombudsman 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.

I understand Ms R's upset at what has happened here. It has appeared to her that water ingress started around the time of storm conditions and so she has understood that there must be storm damage which has allowed the water in.

Ms R's insurance policy is for specified perils, including storm. It does not function like a maintenance contract and does not cover damage from or caused by wear and tear. It only covers damage caused by specified events, such as storm.

In this matter, the assessor who attended Ms R's home was looking for damage caused by a storm. This sort of damage would usually be a roof panel being lifted, or a break in the roof surface due to debris being blown into the roof. The assessor did not observe any damage which he considered was caused by storm events.

He did observe cracks to the flashing, and areas of missing pointing, which he considered may be the cause of the water ingress, but he thought these were issues which had developed over a long time and so were wear and tear and not insured.

Ms R has relied on that assessment and had the flashing replaced, but that has not resolved the water coming into her home. I understand why she took this action, but the report being prepared by the assessor was not intended to be advice for her, but advice for the insurance company about what damage was there and what had caused it.

Based on that report, and the evidence I have seen, I do not think that Privilege was unreasonable to conclude that there was no damage sustained to Ms R's property which was caused by a storm, and so which would be covered.

I appreciate that Ms R has a continuing issue with water ingress, and she will need to engage contractors to identify the source of this water ingress and repair it. If the contractor can then set out if/why they consider that the issue was a result of a storm I would expect Privilege to consider and respond to that evidence, but based on what they have seen so far I think they have reached a reasonable conclusion and have declined the claim fairly.

I understand that this will be disappointing to Ms R but I hope it explains why I have reached this view.

My final decision

For the reasons given above, I do not uphold Ms R's complaint and do not ask U K Insurance Limited trading as Privilege to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 30 April 2024.

Laura Garvin-Smith
Ombudsman