

The complaint

Mr M has complained that The New India Assurance Company Limited (NIA) unfairly declined a claim under a home insurance policy.

What happened

Mr M contacted NIA when he found water entering a bedroom at his property. Mr M provided NIA with a quote for the work, which was £450. This was the same amount as the excess. So, the claim was closed. About a month later, Mr M sent NIA an invoice for £22,000 for repairs to the roof, along with some photos. NIA assessed the photos and decided the damage was the result of wear and tear. It declined the claim.

When Mr M complained, NIA maintained its decision to decline the claim. So, Mr M complained to this Service. Our Investigator didn't uphold the complaint. She said there wasn't a storm around the time the damage was reported to NIA. So, she said it was fair for NIA to decline the claim. She noted Mr M had also prejudiced the claim by carrying out the repairs without making NIA aware. She said bad weather seemed to have highlighted pre-existing issues with the condition of the roof.

As Mr M didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, I don't think it's entirely clear when Mr M thinks the damage happened. I note Mr M told this Service the damage could have happened at any time prior to him moving into the property. He also provided a visual inspection report for the roof that he had arranged to be carried out in 2014. When he complained to NIA he also said the damage was caused by "*severe storms that have occurred over a period of time*".

I've looked at weather reports for a month leading up to the date on which Mr M first reported the damage to NIA, which I consider to be a reasonable period. There were no weather conditions that would be considered a storm, whether based on windspeed or rainfall. I'm aware Mr M has said he doesn't think NIA's definition of storm winds being more than 55mph is fair. I don't think that definition is unusual. But regardless of this, the highest recorded windspeed I saw during this period was 35mph. This was about three weeks before

Mr M contacted NIA. That wouldn't be considered storm strength wind. So, given there wasn't a storm around that time, the damage can't have been caused by a one-off storm event.

I've also thought about whether the damage was covered by another part of the policy. It's my understanding that Mr M had the whole roof replaced. He had this work carried out without NIA having the opportunity to inspect the roof before he did so. However, he provided photos of the roof before and after the repairs. NIA assessed the claim based on the photos. It decided that the issues with the roof were due to wear and tear. This was because the photos showed a number of broken, slipped and missing tiles, along with signs of prior repair to a gulley, ridge tiles and chimney flashing. It said this indicated the roof had reached the end of its normal lifespan. It was also unable to fully verify the condition of the roof or assess the extent of repairs required. I'm aware Mr M has said NIA should have spoken to the roofer to get his professional opinion on the cause of damage. However, NIA wasn't required to do this. It was able to make its assessment based on the weather conditions and the documents Mr M had provided.

Based on what I've seen, I think it was fair for NIA to decline the claim because it assessed the damage was due to wear and tear. NIA was unable to carry out an assessment of the roof before the repairs were carried out. But, I think it was reasonable for NIA to decide the photos Mr M provided showed a range of pre-existing issues with the roof. The policy said it didn't cover wear and tear or damage that happened gradually. So, I think it was fair for NIA to decide there was no cover under the policy.

I'm aware Mr M has said he urgently carried out the repairs because he had been told there was a risk his roof would collapse. However, this doesn't change my view about whether NIA's decision about the claim was fair. This would suggest there was a significant problem with the roof. But, again, it wasn't the result of a storm because there wasn't a storm around that time. I think this also further supports NIA's position that there were pre-existing issues with the roof.

As a result, I don't uphold this complaint or require NIA to do anything further in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 12 December 2024.

Louise O'Sullivan
Ombudsman