

The complaint

Ms H and Mr R complain that UK Insurance Limited trading as Direct Line (“UKI”) unfairly declined a claim for accidental damage to their property.

What happened

In November 2023, Ms H and Mr R noticed the suspended ceiling above their stairwell had bowed. On investigating the cause, they discovered that the plaster ceiling above had started to collapse on to the suspended ceiling. They reported the damage to their insurer, UKI.

UKI asked Ms H and Mr R to investigate further which they did. They found that the cause of the damage might have been related to work they’d had done on their roof nine years previously, or that the area may have been stepped on from above, putting pressure on the ceiling and making it partially collapse on to the suspended ceiling below.

UKI considered the claim under the accidental damage part of the policy, and obtained its own expert report as to the cause of the damage. It ultimately declined the claim, saying that the issue was historic and it considered this to be gradual damage, which was specifically excluded under the policy.

Ms H and Mr R didn’t agree, so they complained. UKI said in its response that the report showed historic water ingress through the original defective roof covering and that there was no one-off accidental incident which led to the damage occurring. It maintained its decision to decline the claim.

Unhappy with UKI’s response, Ms H and Mr R referred their complaint to this service. Our Investigator considered everything, but didn’t think the complaint should be upheld. She said she agreed with the conclusions UKI had drawn from the report and said that although Ms H and Mr R had said they’d maintained their property and couldn’t have known about the historical damage, claims under the accidental damage part of a policy can exclude gradual damage even if the policyholder isn’t aware of the issue.

Because Ms H and Mr R didn’t accept our Investigator’s outcome, the complaint has now come to me to decide.

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’ve been able to decide this case fairly having looked at all the evidence and information provided. Although Ms H and Mr R have asked for telephone contact with the deciding Ombudsman, they’ve had the opportunity to provide their submissions in writing – which I’ve read and considered carefully – so I do not require any further information. I know that it will come as a disappointment to Ms H and Mr R, but I’ve decided not to uphold this complaint. I’ll explain why.

The accidental damage section of Ms H and Mr R's policy provides cover for: "*sudden and unintentional physical damage that happens unexpectedly*". So although the damage may have been unexpected and may not have been apparent to Ms H and Mr R until the suspended ceiling began to bow, in order to meet the definition of accidental damage, the damage must also have been sudden in nature and in order for the exclusion UKI has applied not to be valid, the damage must not have been caused gradually.

UKI says the damage wasn't sudden and it has provided evidence to show the cause of it happened gradually over time. I've considered the report it's provided. This says "*The insured advises that roofers may have damaged the ceiling from the roof space above when roofing works were carried out approximately 8 years ago, which over time has destabilised and ultimately collapsed in recent months...The suspended ceiling was partially collapsed due to the weight of debris from falling laith and plaster ceiling above...Further areas of long term and historical water damage is noted to a number of areas of the ceiling likely occurring prior to the installation of the concrete tiled roof... The ceiling overall is in poor condition and partial collapse due to long term historical ingress and water damage.*"

I've also considered the report Ms H and Mr R provided, which says "*plaster is missing from both sides, this could indicate that some force has been applied from above*" and "*photographs show debris from the roof being replaced, with evidence of roofing slate falling onto the ceiling...It is therefore evident that the damage has been caused by either debris falling directly onto the area when the roof was being replaced or the debris being accidentally walked on at some point thereafter*".

Having considered both reports carefully, I've concluded that the gradual damage exclusion has been applied fairly here by UKI, as the photographs I've seen of fallen debris and water staining support what the reports say about historical problems occurring gradually over time, rather than indicating a one-off accidental insured event.

I appreciate Ms H and Mr R feel strongly that they've always maintained their home and that it's unfair to expect them to have had awareness of the problem as the stained ceiling was hidden from view by the suspended ceiling. But as our Investigator explained, we don't require a policyholder to be aware of the problem for the gradual damage exclusion to apply. And the accidental damage section of the policy requires the damage to be sudden and the cause of it not to have been gradual. Mr R says that Ms H was woken suddenly in the night to a loud noise, and it was only then that the bowing ceiling was noticed. But the policy is clear that any damage caused gradually is excluded. And I'm satisfied that although there may have been a sudden element, the cause of the ceiling bowing was a gradually operating one, as there's no evidence of a one-off accidental incident that caused it.

It's for a policyholder to show that the damage is covered under the policy (and in this case that means Ms H and Mr R would need to show that the cause of the bowing of the ceiling met the definition of accidental damage and happened suddenly). So whilst I accept what they say about being woken suddenly in the night due to a loud noise, without further persuasive evidence to demonstrate the sudden nature of the damage, and evidence which indicates the damage wasn't caused gradually, I can't fairly say UKI has acted unreasonably here, and so I'm afraid I'm not upholding this complaint.

Ms H and Mr R have also mentioned case studies on our website which say claims have been upheld where it cannot be expected for the claimant to know damage is occurring. But the circumstances of each case are different – and the case studies I've seen aren't about claims made under the accidental damage section of a policy.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H and Mr R to accept or reject my decision before 31 October 2024.

Ifrah Malik
Ombudsman