

## **The complaint**

Mr M and Mrs M have complained that U K Insurance Limited trading as Direct Line Home (UKI) unfairly declined part of a claim under a home insurance policy.

References to UKI include companies acting on its behalf.

## **What happened**

Mr M and Mrs M contacted UKI to make a claim for storm damage. Render fell from an external wall of their home and damaged the conservatory roof. UKI sent a surveyor. During the visit, he said all the damage was the result of a storm. However, after the visit, the claim was reviewed and the damage to the render was declined because UKI said there was pre-existing cracking to the wall. However, the conservatory damage was dealt with under the accidental damage part of the policy.

When Mr M and Mrs M complained, UKI maintained its decision to decline the damage to the render. It said it had reviewed online images of the property, which showed the pre-existing cracking to the render. This would have allowed water to penetrate onto the external wall and the render to debond. This then enabled the wind to dislodge the render. It said the policy didn't cover wear or tear or damage that happened gradually. It said it had failed to set Mr M and Mrs M's expectations about the claim. It offered £250 compensation as an apology.

So, Mr M and Mrs M complained to this Service. Our Investigator didn't uphold the complaint. He said it wasn't unreasonable for UKI to decide the storm only highlighted a pre-existing issue, which wasn't covered by the policy. He said the evidence showed there was cracking to the render before the storm.

As Mr M and Mrs M didn't agree it was fair for UKI to decide its surveyor's assessment, who saw the damage in person, wasn't to be relied on. So, 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.

Having done so, I don't uphold this complaint. I will explain why.

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.

It isn't in dispute that there was a storm around the time of the damage. So, I think the answer to the first question is yes. For the second question, I think a storm could cause damage to the external parts of a property. However, I don't think a storm would typically cause render to detach from a property. But, given this seems to be the source of the disagreement about whether it was fair to decline this part of the claim, I've looked at the third question.

When the surveyor visited, he noted that the property was in good condition and said the issue with the render was the result of the storm. I can see in the surveyor's photos that there was a crack in the render below the area that fell onto the conservatory roof.

Following the surveyor's visit, his findings were reviewed, along with looking at online images of the property before the damage happened. This showed the same cracking in the render. So, UKI assessed that there was a pre-existing issue with the render that caused it to debond and then fall during the storm.

I'm aware Mr M and Mrs M have questioned why it was fair to rely on online images rather than on the findings of the surveyor who saw it in person. I don't think it's unusual for a claim to be reviewed after a visit has taken place, including checking other sources, such as online images. UKI decided the pre-existing cracks would have allowed water to penetrate onto the external wall and the render to debond. It said this allowed the winds to dislodge the render. Based on what, I've seen I think it was reasonable for UKI to decide that was the likely cause.

When the claim for the render was declined, Mr M and Mrs M provided UKI with a report from a builder. So, I've looked at that to see whether that makes a difference. This said *"Area [h]as become blowin due to high winds [causing] this to come away from Building"*. I don't think it's in dispute that the render came off during high winds. But the report doesn't provide an assessment of the pre-existing condition of the wall or explain why the winds were likely to be the dominant cause. So, I don't think this shows that UKI's revised assessment of the cause of the issue with the render was unreasonable.

I'm also aware Mr M and Mrs M have said that because the cracking was below the area that fell from the wall, water would have had to move against gravity to cause that damage. However, I think it was fair for UKI to decide there was a pre-existing issue with the wall render and that water had likely penetrated and caused the render to debond. I haven't seen any expert evidence to show that conclusion was wrong.

Where an insurer initially indicates it will accept a claim and then declines all or part of it, I would expect it to consider any loss of expectation. In this instance, UKI offered Mr M and Mrs M £250 compensation to recognise the impact on them. In the circumstances, I think that was fair and in line with what I would have required it to pay if it hadn't already done so.

So, thinking about everything that happened, I think it was reasonable to UKI to decline the claim for the damage to the render. As a result, I don't uphold this complaint or require UKI to do anything else 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 Mrs M and Mr M to accept or reject my decision before 31 December 2024.

Louise O'Sullivan  
**Ombudsman**