

The complaint

Mr S has complained that U K Insurance Limited (UKI) unfairly declined part of a claim under his home insurance policy.

What happened

In February 2024 Mr S made a claim to UKI for storm damage after he noticed water getting into his bathroom through the light fitting and along the wall. His house has a flat roof.

Some weeks later Mr S chased UKI for a response as water was still getting into his property. UKI wasn't able to send someone to inspect the damage for about five weeks.

UKI's surveyor reported that the storm wasn't the main cause of damage to the flat roof above the bathroom. He thought the damage had been caused by gradual wear and tear which wasn't covered by the policy. UKI declined that part of the claim but said it would cover the internal damage as accidental damage. It also paid Mr S £200 compensation for the delay in dealing with the claim.

Mr S wasn't happy with this response. He said the house had been renovated less than 18 months ago at the time of the incident. So he didn't accept that the damage had been caused by wear and tear. He brought his complaint to this service. Our Investigator didn't uphold it. He didn't think the damage was consistent with storm damage.

As Mr S didn't agree, the matter has been 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.

In considering this type of complaint, there are some questions we ask. If the answer is "no" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. UKI said there were wind speeds of 54 mph in the area near Mr S's home around the relevant time. That is enough to cause structural damage to property.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. I don't think it is. Mr S's home is in a terrace with two larger properties on each side, so it is not in a particularly exposed location. A well-fitted and maintained flat roof should be fitted flush to the surface and sealed around the edges so that wind and rain can't get underneath.

In this case UKI's surveyor said there was no evidence of storm damage externally. He thought the internal damage had been caused by heavy rain. He reported as follows:

“Upon inspection of the flat roof which appears to be in poor condition several signs of age related issues were noted. The felt cover is lifting in areas, pooling water is also evident and moss build up has been noted which appears to be growing into the seams. This is not consistent with storm damage.”

In my opinion the photos of the roof taken by the surveyor support his findings. They show several green patches of algae that suggest there has been standing water. There are signs of pools of water on the roof. I appreciate that the property had been renovated about 18 months previously but the condition of the roof suggests that it predates that without any recent maintenance. It looks generally worn.

UKI was entitled to rely on its surveyor's report to decline the claim for the damage to the roof and I don't think it was unreasonable for it to do so. I don't think Mr S has thrown sufficient doubt on the surveyor's conclusions to make me think that UKI should change its position on this. I think UKI has shown it is more likely than not that the external damage was not consistent with storm damage, that there were existing maintenance problems with the roof and/or that the storm was not the main cause of the damage. It follows that I think UKI's decision to reject this part of the claim was fair and reasonable.

I can understand that it would have been stressful for Mr S to wait about five weeks for the damage to be inspected with water getting into his bathroom in the meantime. However, UKI has recognised that and given him £200 compensation. I think that was fair and reasonable in the circumstances. It is in line with what I would have awarded.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 20 November 2024.

Elizabeth Grant
Ombudsman