

The complaint

Mr H is unhappy that Gresham Insurance Company Limited (“Gresham”) declined his storm damage claim under his buildings insurance policy.

What happened

The background to this complaint is well-known to both parties. So I’ve set out a summary of what I think are the key events.

Mr H claimed under his policy after water from his flat roof brought the ceiling down. He had an emergency repair done, and the roofer said water had gone over the upstand because of the thick ice. Gresham inspected the roof a week later and declined the claim. It said the damage was caused by wear and tear.

Mr H didn’t think Gresham had inspected the roof properly, or taken into consideration his account of the weather conditions leading up to the event. He made a complaint.

Gresham responded to say that it had declined the claim in line with the policy exclusion for wear and tear. Gresham told Mr H that it maintained that decision. So Mr H brought his complaint to us.

One of our investigators looked into Mr H’s complaint. He didn’t think Gresham had treated Mr H fairly by declining the claim for the reasons it gave. He said there was no evidence of wear and tear, and he asked Gresham to reconsider the claim. Our investigator also thought it was reasonable for Gresham to pay interest on any reimbursement of repair costs, and £100 compensation for the distress and inconvenience caused to Mr H.

Gresham responded to say that there was evidence of previous repairs, such as the silicone around the upstand. Because of that, Gresham said the damage happened because of existing wear and tear. Gresham didn’t accept the claim.

Mr H provided a report from his roofer which said the roof had been maintained over the years and the repair to which Gresham referred was his repair from the day of the storm damage. Gresham remained firm in its position, and it said the weather conditions didn’t meet those of a storm. So, the complaint was passed 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.

Having done so, I've decided to uphold Mr H's complaint for broadly the same reasons as our investigator. I'll explain.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. Mr H hasn't complained about the speed with which Gresham handled his claim, but he doesn't think it handled it fairly, or turned it down reasonably. My role is to look at the evidence to decide whether Gresham turned down Mr H's claim fairly and in line with the policy.

Both parties are aware of the three questions when considering a storm claim, so I'll simply summarise the key points here for completeness.

Storm

In its final response to Mr H, Gresham said:

Our claims handler checked the weather in your area which showed there had been adverse weather on the day of, and the day prior to day the damage was reported.

At this point, Gresham accepted there'd been a storm. And looking at the weather data, I'm satisfied that the rainfall and low temperatures met the policy definition of a storm.

Gresham said, more recently, that there wasn't a storm and there was no evidence of storm damage. I've not placed any significant weight on this comment because Gresham had already checked the weather when Mr H first made his claim, as quoted above, and the weather data evidence confirmed storm conditions.

Damage

Gresham said there was no evidence of storm damage consistent with a one-off event and, because of the silicone repair, it concluded that the roof had needed similar repairs before. Therefore, it said the damage was the result of wear and tear.

Beyond the silicone repair, Gresham hasn't highlighted any other areas of notable damage to support its view that the roof was showing signs of wear and tear which might have allowed the damage to happen. Turning to the roofer's report, he confirmed he'd maintained the roof over the years, it was in good condition, and he'd applied the silicone as part of the emergency repair. The roofer also confirmed that he had to clear away thick ice and snow before he could carry out the repair.

I've considered the roofer's report, the surveyor's report and the photos of the roof and the damage. I haven't seen anything in the surveyor's report and photos to persuade me that the damage was the result of wear and tear rather than the one-off storm event as reported by the roofer. I'm satisfied the roofer would've had a greater understanding of the cause of damage having attended the day after the ceiling came down and having carried out repairs on the roof. The surveyor relied on photos taken from ground level using a camera on a pole. While this is not necessarily a problem, I can't fairly say Gresham's evidence outweighs that of the roofer who completed the repair.

Conclusion

Overall, the evidence persuades me that Mr H has shown he has a storm damage claim. Gresham's responsibility is to pay the claim, or explain why the policy excludes cover. It relied on the wear and tear exclusion, but I don't think it has shown that's the case here.

Putting things right

So, to put matters right, Gresham should reconsider the claim under the remaining terms and conditions of the policy and pay the cost to repair any damage covered under the policy. Any repair costs already incurred and which should've been paid to Mr H should be reimbursed, along with interest from the date he paid to the date Gresham makes payment. Finally, Gresham should pay Mr H £100 compensation for the distress and inconvenience caused by its shortfalls in handling his claim.

My final decision

For the reasons I've given, my final decision is that I uphold Mr H's complaint and Gresham Insurance Company Limited must:

- reconsider the claim under the remaining terms and conditions of the policy and pay the cost to repair any damage covered;
- reimburse any repair costs covered under the policy that Mr H has already incurred, and pay 8% per year simple interest* from the date he paid to the date it pays the reimbursement, and
- pay £100 compensation for the distress and inconvenience caused.

*If Gresham Insurance Company Limited considers that tax should be deducted from the interest element of my award, it should provide Mr H with a certificate showing how much it has taken off so he can reclaim that amount, if he is eligible to do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 November 2024.

Debra Vaughan
Ombudsman