

The complaint

Mrs C has complained, on behalf of the Estate of Mr P, that U K Insurance Limited (UKI) unfairly declined a claim under a home insurance policy.

What happened

Mrs C contacted UKI to make a claim for storm damage. UKI sent a contractor to assess the damage. It then declined the claim because it said the damage had happened gradually.

Mrs C didn't agree the damage had happened gradually. She said the assessor hadn't properly looked at the damage and that he had unfairly assessed the claim. So, she complained. When UKI replied, it said there was evidence of longstanding damage, previous repairs to the area and the breakdown of materials externally. It said there was no sign of storm damage. It said the policy didn't cover wear and tear and maintenance issues. However, it accepted Mrs C's account that the assessor had put the phone down on her. It was also unable to renew the policy because it didn't insure unoccupied properties. But, it said it should have put a stop on the renewal documents. It offered £150 compensation as an apology.

Mrs C disagreed with what UKI had said and sent it some further comments. UKI replied and said its contractor had noted the external damage could have been caused by the recent bad weather. However, it was unlikely that wood would have rotted and mould appeared within 19 days of the last inspection. Paper had also come off the wall and ceiling and mould had come through. It said this wasn't consistent with a one-off incident. It agreed that at one stage it had said the internal damage would be covered under the Accidental Damage part of the policy, even if the roof damage was declined. However, it said this was before its assessor visited and identified that the damage was due to a gradually operating cause.

So, Mrs C complained to this Service. Our Investigator didn't uphold the complaint. She said UKI hadn't disputed there was a storm and some of the roof damage could be consistent with a storm. However, the damage included a rotten beam in an area that had previously required repairs. The ceiling paper lining was also sodden through and there was widespread mould. She said this indicated the water ingress was over a period of time, not just a one-off event. She said it was reasonable that UKI said it wasn't storm damage and that the internal damage wasn't covered under the accidental damage part of the policy either, as this would have needed to be a one-off event. She said it was reasonable for UKI to decline the claim.

Mrs C didn't agree it was fair for the claim to be declined. She said a storm had caused the damage. So, the complaint was referred to me.

I issued my provisional decision on 2 October 2024. In my provisional decision, I explained the reasons why I was planning to uphold the complaint. I said:

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, UKI hasn't disputed that there was a storm. I also note that in the weeks before the damage was found, there were windspeeds that would normally be considered storm strength on four occasions, with a highest windspeed of 57mph. I also think a storm could cause damage to a roof in some circumstances. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. Mrs C's claim was for both the external and internal damage. UKI declined the whole claim. When UKI responded to Mrs C's complaint, it said "Regarding the external damage, [a contractor] have noted that the shingle missing could be due to the recent bad weather". It didn't then comment further on the external damage and only referred to the internal damage and why the internal damage wasn't covered. I think what UKI said was unclear, but given there were storms around the time the damage was found and UKI seemed to accept the "recent bad weather" could have been the cause, I think it's reasonable to take this as it suggesting that the shingle could have been damaged by a storm. I don't think UKI properly addressed this in the complaint response or reached a conclusion on the external damage.

I've also read the UKI's assessor report. It is a brief report and consists mainly of photos. For the external damage, it said:

"Water has been ingressing via the front corner of the dormer, nothing that's obviously out position. Around the side there are some shingles, looks like there has been ongoing issues, one tile has some sealant around it. Nothing consistent with a one off storm event." (as original)

So, the assessor seemed to decide the water was entering at the front of the dormer roof, but couldn't find a cause for this. He also identified that there were "ongoing issues" with the shingles, but didn't say what they were and why it was more likely they were ongoing, rather than the result of a one-off event, such as a storm. The assessor also commented on a tile with sealant around it, but didn't explain why that was regarded as evidence of a problem rather than as evidence that the property was being maintained.

I also note that when UKI responded to Mrs C's complaint it said her roofer "had provided no evidence at all of there being any storm damage". I've read Mrs C's roofer report. This said:

"Some Shingle Cladding pieces were found to be missing at the top portion

(Likely due to Recent Harsh weather)

Which would allow water ingress as it could penetrate Through the missing Shingles and run down the backside of the shingles running into the Interior due to no protective barrier behind the cladding (Which At the original time of the cladding installation Membrane would [likely] not [have] been used in that time period)"

So, Mrs C's roofer found that some missing shingle was the likely cause and that this had probably come off due to the recent harsh weather. So, it isn't clear to me why UKI said Mrs

C's roofer hadn't provided any evidence of storm damage. I'm also aware that UKI's assessor photos showed the missing shingle.

Based on what I've currently seen, I don't think UKI has shown it fairly declined the claim for the external damage.

For the internal damage, UKI declined this because it said issues such as the amount of mould growth showed it was gradual damage. So, I've thought about this. I'm mindful that Mrs C didn't live at the property and that it was unoccupied. I note that UKI's records said unoccupancy didn't affect storm cover under the policy.

It's my understanding that Mrs C didn't say the damage happened on the day on which she visited the property and found the internal damage. I'm also aware there was a storm just over two weeks before Mrs C found the damage and a further storm about a week before she visited. UKI's assessor then visited a few days after Mrs C first contacted it about the claim. So, there was up to a three-week period in which, following possible storm damage to the roof, rain could have been entering the property. It's my understanding that mould can start to grow fairly quickly, potentially getting worse over time. So, I'm not currently persuaded that the presence of mould meant that no further consideration should be given to the claim for internal damage.

UKI also said that the wet wallpaper and ceiling paper showed the damage had been ongoing for some time. But given the time between the dates on which there were storms locally and the damage was found, I don't think UKI has currently shown it fairly considered why the wallpaper and ceiling paper were wet, including in the context of the claim as a whole.

UKI also raised concerns about a rotten beam. Mrs C has said there had been a previous issue with the roof that had been repaired by her father. I don't think a rotten beam being found necessarily showed there couldn't have been a new one-off incident that affected the same area.

So, overall, I don't think UKI has shown it fairly declined the claim for the external or internal damage. As a result, I currently intend to say UKI needs to reconsider the whole claim. However, as Mrs C is an executor of the estate, under our rules, I'm unable to award her any compensation for any distress or inconvenience caused to her. So, I haven't considered compensation any further.

Mrs C was also concerned that UKI declined to renew the policy because the property was unoccupied. However, it still sent renewal documents. I've seen UKI's underwriting criteria. I can't comment on this in detail because it's commercially sensitive information. But it showed it didn't renew policies where the property was unoccupied. UKI offered £150 compensation as an apology for sending the renewal documents and also because Mrs C said an assessor put the phone down on her. I think that was fair in the circumstances to address these issues.

I asked both parties to send me any more information or evidence they wanted me to look at by 16 October 2024. Both parties responded before that date Mrs C agreed with my decision. UKI confirmed it had nothing further add.

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 uphold this complaint and for the reasons given in my provisional decision. I haven't found any reasons to change my view on what I consider to be a fair and reasonable outcome to this complaint.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is upheld. I require U K Insurance Limited to reconsider the claim for the external and internal damage to the property.

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

Louise O'Sullivan
Ombudsman