

The complaint

Mr L has complained that U K Insurance Limited trading as Churchill (UKI) unfairly declined a claim under his home insurance policy.

What happened

Mr L contacted UKI to make a claim for storm damage to his home. UKI assessed the claim and then declined it. When Mr L complained, UKI upheld his complaint in part. It said it was correct to decline the claim because there weren't storm conditions and the damage wasn't consistent with a storm. However, when it had declined the claim, it made some errors. It said there were spelling and grammatical errors. It also hadn't explained why the claim wasn't covered, it had incorrectly recorded the date of loss and Mr L had to chase for updates. It offered £300 compensation for the poor service.

When Mr L complained to this Service, our Investigator didn't uphold it. She said there wasn't evidence to show there was a storm around the time the damage was found. There also wasn't evidence to show the damage itself was more likely caused by a storm. Mr L also didn't have accidental damage cover in place, so the internal damage couldn't be considered under this cover. She also said the compensation offered for the poor service was fair in the circumstances.

Mr L didn't agree. He said UKI's surveyor didn't go on the roof, but his roofers did so and said it was storm damage. He described the roof and said its position left it more exposed to higher winds. He said there was a storm, including an Amber warning locally. The position of his roof was also favourable for the winds to create a cyclonic or funnel effect. Weather reports only provided an average over the month for windspeed and rain. He disputed UKI's surveyor's conclusions. Our Investigator explained how she had considered these issues and that this didn't change her view on a fair outcome to the complaint. As Mr L didn't agree, 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.

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, I've looked at whether there were storm conditions local to Mr L around the time he said he found the damage. I've looked at a weather database. The highest windspeed I found was 39mph, which wouldn't be considered storm strength, and was a couple of days after Mr L found the damage. I'm also aware Mr L has said there was

an Amber weather warning in place local to him on the day the damage happened. However, he hasn't provided evidence to show this and I was unable to find evidence of this by looking online.

If there wasn't a storm around the time Mr L said he found the damage then the damage couldn't have been caused by a storm at that time. UKI also didn't need to keep searching for a storm at an unknown time. The onus was on Mr L to show the damage was the result of an insured event. As there weren't storm conditions around the time the damage was found, this means the answer to the first question is no. So, I don't need to consider the other two questions. However, for completeness, I've looked at the other evidence and the concerns Mr L raised.

Mr L said UKI told him the claim was covered. I've listened to the phone call when Mr L first told UKI about the claim. During that call, the call handler explained she would arrange for someone to assess the damage. However, at the end of the call, she said the company it had appointed would carry out the assessment and that UKI would be guided by that company about whether it could offer cover. So, I'm satisfied UKI didn't say the claim was covered. I should also note that even if UKI had said the damage was covered, it could still then have declined the claim following the assessment if it was found the damage wasn't consistent with a storm.

Mr L didn't agree with the findings of UKI's surveyor. Mr L has said the surveyor didn't go on the roof, but his roofers did so. I wouldn't normally expect a surveyor to go on a roof. The surveyor took photos, which I understand were taken using a pole camera. Looking at those, I think the photos are clear and show the condition of Mr L's roof and other damage. The surveyor assessed that the damage was more likely due to a natural breakdown of materials.

Mr L has said his own roofer told him the damage was storm related and also showed him photos to support this. However, Mr L hasn't been able to provide a report or photos from his roofer to show this. I'm aware Mr L has said UKI didn't ask him to provide this information and also that it would be costly for him to obtain it. It's my understanding that Mr L arranged for his roofer to visit before he contacted UKI, who advised him to contact his insurer. UKI then sent a surveyor to assess the damage. If Mr L disagreed with the surveyor's findings or he thought he had evidence to show that UKI's decision to decline the claim was wrong then he could have provided that to UKI if he wished to do so, regardless of whether it requested this. I haven't seen any expert evidence to show UKI's findings were wrong or that it was unreasonable for it to decline the claim.

I've checked the policy and this didn't include accidental damage cover. So, I haven't considered whether UKI should have covered the internal damage any further. I'm aware Mr L has said he wasn't aware that accidental damage would have covered this type of damage. He said he would have taken out this cover if this had been explained to him. However, this wasn't raised as part of this complaint and I'm unable to consider it. Mr L would need to raise this with the business that sold him the policy, so it could consider it.

UKI also accepted there were issues when it initially told Mr L the claim had been declined. This included grammatical errors, a lack of explanation about why the claim wasn't covered and the date of the incident being wrong. I think the £300 compensation UKI offered was fair in the circumstances and I don't require it to pay anything further.

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 Mr L to accept or reject my decision before 10 February 2025.

Louise O'Sullivan
Ombudsman