

The complaint

Mr J complains about the repudiation of his home insurance claim by U K Insurance Limited trading as Direct Line ('UKI').

What happened

The background to this complaint is well known to Mr J and UKI. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr J contacted UKI to register a claim under his home insurance policy. UKI considered the details of the loss event and repudiated the claim without sending a surveyor to the property - as they concluded that the damage being claimed for had occurred over a long period of time.

Mr J was unhappy and raised a complaint with UKI. As he remained unhappy with their response, he referred his complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As the complaint remained unresolved, it's been referred to me for a final decision.

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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Have UKI fairly and reasonably declined the claim in line with the policy terms?

I've listened to Mr J's call with UKI. Whilst I can understand Mr J's point of view, I find that in the very specific circumstances of this claim, there was enough information provided by him (and a third party who was with him) for UKI to make a fair claim decision. UKI are entitled to exercise their commercial judgment when making a decision about sending out a surveyor to assess a claim. In Mr J's case I don't find, on balance, that he's lost out as a result of a surveyor not being sent out or that the claim decision likely would've been different. I'll explain why below.

In summary, during his call with UKI, Mr J explained that the damage first occurred up to five years ago, he thinks it was caused by poor construction next door, each time it rained it flooded his property, it affected multiple areas of his property and he thought it might be damp or mould initially.

I find the repudiation decision to be fair, reasonable and in line with the policy terms. I say this because the damage had occurred over a number of years – up to five years or more according to Mr J in his phone call with UKI. For completeness, I've also considered the

photos Mr J provided to our Service of the damage and they support gradual damage over a period of time.

I also note Mr J's assertion that it's possible the damage was caused by a shower, but this contradicts what Mr J told UKI in the phone call. For example, right at the start of the call Mr J specifically explains the proximate cause of the damage is poor construction next door. The photos provided also show evidence of water entering from the attic/roof void area.

Finally, I note Mr J's comments that it took time for the damage to show itself. Whilst this may be correct, given the extent of the damage here and his testimony that it occurred over a number of years, I still don't find the position taken by UKI to be unreasonable. I find UKI have acted fairly when concluding that the damage being claimed for here wasn't caused by a one off insured event covered by the policy.

Summary

I find that UKI have fairly declined this claim for damage arising out of water entering Mr J's property over a number of years via an issue with the roof.

My decision will disappoint Mr J but it brings to an end our Service's involvement in trying to informally resolve his dispute with UKI.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 9 January 2025.

Daniel O'Shea
Ombudsman