

The complaint

Mr C complained that U K Insurance Limited ("UKI") unfairly declined his claim for damage to his property following heavy and continuous rain. UKI were providing a home insurance policy.

What happened

Mr C made a telephone claim for damage to his roof following heavy and continuous rain. He was informed of the damage by his neighbour whose occupation is a roofer.

UKI declined the claim as it said there were no storms in the local area at the time of the reported incident. Mr C is unhappy as he thinks his claim could've been considered under the policy's flood peril.

Our investigator decided not to uphold the complaint. He thought UKI was fair in declining the claim, as there was no evidence of storm conditions at or around the time of the reported incident. As Mr C didn't respond, the case has been referred to an ombudsman.

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.

I appreciate Mr C said he thinks his claim could've been considered under the flood peril. However, it's the responsibility of the policyholder to prove that a one-off flood is what caused the damage to the property.

I haven't seen any evidence provided by Mr C that suggests this was the case. Mr C didn't make it clear when he made his claim that there had been a build up of water and he hasn't provided evidence of damage that is consistent with a flood.

UKI considered the claim under the storm peril, which given the lack of evidence provided to support any other claim, I think this was the reasonable thing to do. I have reviewed whether I think UKI has been fair to decline the claim under the storm peril.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

UKI didn't think storm conditions were presented for the time of the reported incident.

I've checked the policy and it defines storm conditions as: *"a period of weather defined as:*

- *Wind speeds with gusts of at least 55 mph*
- *Snow to a depth of at least 30 cm in 24 hours*
- *Hail of such intensity that it causes damage to hard surfaces or breaks glass".*

I've checked the weather records that our service has access to review the conditions in the area local to where Mr C's damaged property is. The highest windspeed was 35 mph which was far lower than the threshold for a storm as defined in the policy.

I've checked the levels of rainfall too. The recorded levels were much lower than what our service would constitute a storm.

Therefore, I think UKI has been fair in concluding there wasn't a storm (as defined in the policy document). Therefore, I think UKI was reasonable to decline the claim in line with the policy terms and conditions. Therefore, I don't need to consider the other questions. I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 7 January 2025.

Pete Averill
Ombudsman