

The complaint

Miss B complained that her claim for damage caused by rainwater penetrating her home was unfairly declined by Acromas Insurance Company Limited (“Acromas”) under her home property insurance. She was also unhappy with the way the claim was handled.

What happened

Miss B made a claim when she identified damage within her property. The damage was caused by rainwater penetrating through the roof.

Miss B commissioned a roofer to replace the flat roof of her property. However, after starting work on the roof, the roofer reported that Miss B’s roof wasn’t the cause of the leak, but instead it was caused by her neighbour’s pitched roof which had been built against building regulations.

There were issues with Acromas arranging a surveyor to inspect the damage. When the appointed surveyor did attend, Miss B felt his attitude was poor and she didn’t think the survey was thorough.

Based on the surveyor’s report, Acromas declined the claim. It said there was “*no evidence of damage by an insured peril*”. It thought the internal damage was caused by a gradual operating cause, so not covered by the policy.

Miss B disagreed, she showed Acromas where the leak had caused damage. She felt she had been bullied by the surveyor into agreeing with his findings.

Our investigator decided not to uphold the complaint. She thought Acromas had fairly declined the claim in line with the terms and conditions of the policy. She recognised the delays and service had distressed Miss B, but she thought the £250 compensation offered was reasonable in the circumstances of the claim. Miss B disagreed, so 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.

It’s important to note before I share my decision that it’s unlikely a home insurance policy covers every eventuality. Doing so, would be cost prohibitive for consumers. Insurers provide cover for insured perils, which are normally one-off in nature (e.g., a storm, a flood, a fire). This allows insurers to offer a pragmatic level of cover at an affordable price to customers.

As Miss B’s claim was after heavy rainfall, I’ve first considered the claim under the policy’s 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?

Acromas didn't think storm conditions were present at the time of the reported incident.

I've checked the policy and it defines storm conditions as: *"a period of violent weather defined as: Wind speeds with gusts of at least 48 knots (55mph) (Equivalent to Storm Force 10 on the Beaufort Scale) or; Torrential rainfall at a rate of at least 25mm per hour"*.

Our service has access to weather reports for around the country, I've checked these to see if there were any storm conditions at or around the time of the reported incident. The weather reported doesn't show any period of bad weather, so unfortunately, Miss B's claim wouldn't be valid under the storm peril within the policy. So, I think Acromas has been reasonable in reaching its conclusion on this point.

I've also considered whether Miss B could have a valid claim under the accidental damage section of her policy. However, I don't think she does. Accidental damage is defined in the policy *"as unexpected and unintended damage caused by sudden means"*. However, the surveyor's report has pointed to the damage been caused over a longer period as opposed to being caused by a sudden, one-off event.

I've also viewed the pictures of the damage and I can see on the outside of the property there is evidence of rotting timbers / erosion to the roofing structure, which supports the surveyor's viewpoint that the damage was caused gradually. Therefore, I think Acromas has been fair in declining the claim. There is no evidence that a one-off event which is covered by the policy caused the damage that has been claimed for. Therefore, I don't uphold this aspect of the complaint.

I've considered the general handling of the claim. I can see there have been issues getting Acromas / or its representatives to inspect the damage. At one point, Miss B stayed at home when one surveyor failed to attend as planned. Miss B made many phone calls trying to progress her claim.

Miss B has explained in depth and with specific examples about the poor experience she had with the surveyor that did attend. It's clear from her detailed description of events this made her feel intimidated.

Acromas did pay Miss B £250 in compensation for her needing to chase the progress of her claim. I think this is fair for the delays and the time Miss B spent in chasing Acromas for progress updates.

I've considered whether there is evidence of Acromas' surveyor being rude or not completing a thorough inspection. I've listened carefully to six verbal recordings the surveyor made during his inspection. One of these calls Miss B could be heard agreeing to what had been said. I think the surveyor's report is thorough and he's clearly explained his opinion of what has caused the damage in each of the rooms in the house. I haven't heard anything to suggest he didn't complete the survey in a professional manner. The recording is consistent with the written report I've read.

I appreciate Miss B has talked about the surveyor being rude, but unfortunately I don't have any evidence to support this view. I'm not saying one way or the other what happened, but with a lack of evidence I'm not able to uphold this part of the complaint. I also haven't heard evidence (in the recordings) that the surveyor bullied Miss B in to confirming what was said in the report.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 5 February 2025.

Pete Averill
Ombudsman