

The complaint

Mr C complained that Acromas Insurance Company Limited (“Acromas”) unfairly declined his claim for damage caused to his property during bad weather and he thought there were delays in Acromas communicating its decision about the claim. Acromas were providing a home insurance policy.

What happened

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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 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 haven’t denied a storm occurred around 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 55 mph*
- *Torrential rainfall at a rate of at least 25mm per hour”*

Therefore, I think there was evidence of a storm, so I have moved to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

I think it’s possible that winds of this force could cause damage to a flat roof. However, I wouldn’t expect render / cement that has been properly applied to be blown off the chimney in high winds. As it’s possible a storm caused some of the damage, I’ve considered the final question.

Were the storm conditions the main cause of the damage?

Acromas concluded the storm wasn't the main cause of damage. I've checked the policy and it states: *"the policy does not insure loss or damage arising from gradual causes, wear and tear (unless in relation to point 5 in Buildings cover, Trace and access), corrosion, deterioration or similar causes, wet or dry rot"*.

It's the responsibility of the insurer to evidence it's fair to apply the exclusion. If Acromas have done this, then I'm likely to say it has been reasonable in declining the claim.

Acromas said in relation to the flat roof *"[the surveyor] observed several defects with the flat roof that were accountable for the leak. They confirmed that following a previous repair that the mineral felt has started to debone at the laps. They also confirmed that the design of the roof itself was faulty as the failure to install the correct fall gutter is allowing water to pool on the roof, as well as the existing felt being ripped. It was all these known defects that have contributed to the water being allowed to ingress internally. They concluded their report by stating that no damage can be attributed to the storm peril and [it] was due to the wear and tear."*

Acromas said in relation to the chimney *"[the surveyor] confirmed that the chimney appeared to have been over-rendered in the past and that the render was loose; whilst the strong winds had caused some of the render finish to come off, the render would have had to be defective for this to occur. [The surveyor] confirmed that this was a wear and tear issue or poor adhesion and recommended that the claim should not be met under the terms and conditions of the policy"*.

I've reviewed the reports provided by the surveyors and Acromas' summaries are a reasonable representation of the surveyor's reports. The photographs provided support what the surveyors have concluded.

Therefore, I don't uphold this complaint. I think on the balance of probabilities, it's more likely the storm merely highlighted defects in both the roof and chimney that were present before the storm. I've based my decision on the expert reports of two different surveyors.

I appreciate Mr C has provided a quote from his builder, but there is no reasoning to support his viewpoint. So, I find the detailed reports provided by Acromas to be more persuasive. I appreciate Mr C will be disappointed, but I haven't seen any inconsistency in the photographs compared to the reports that makes me wanting to further question the findings. I think Acromas has reached the most probable conclusion of wear and tear.

Mr C was unhappy with the time it took to receive a decision. Acromas appointed one surveyor first, but due to the nature of the damage it decided to get a second opinion on the chimney. I think this was a reasonable approach to ensure it was reaching a fair outcome.

Acromas have also said it was a busy time of the year, so workload was significant for surveyors at this time. I appreciate that different times of the year will require different resource levels, but I think this is the responsibility of the insurance industry to manage. Customers should still expect a reasonable service.

If the delay in getting the surveyor's reports didn't have an impact on Mr C then, I wouldn't recommend compensation. However, in these circumstances, Mr C was having to collect the leaking rainwater with buckets inside his home, so I think this would've caused some distress and inconvenience. This is natural after a leak, but I think having known Mr C was in this position, Acromas could've informed Mr C quicker, either directly through the surveyors or immediately after their visit so that he could get on with repairing his roof. Therefore, I uphold this part of the complaint and I award £100 in compensation.

Unfortunately, as Mr C didn't have accidental damage cover, Acromas couldn't consider any internal damage under this part of the policy.

My final decision

My final decision is that I partly uphold this complaint. I require Acromas Insurance Company Limited to:

- Pay Mr C £100 compensation – for distress and inconvenience. 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 5 February 2025.

Pete Averill
Ombudsman