

## **The complaint**

Mr E and Mrs Y are unhappy their claim for storm damage has been declined by U K Insurance Limited ("UKI") under their home insurance policy. They felt they had unnecessary repairs carried out at their expense because of poor advice by UKI.

## **What happened**

Mr E and Mrs Y made a claim to UKI for storm damage when they identified a leak and water staining within their home.

UKI appointed a surveyor to review and validate the claim. Based on the surveyor's report, UKI decided to decline the claim, as it thought the dominant cause of damage was wear and tear.

Mr E and Mrs Y decided to have some repairs carried out to their home. Unfortunately, the repairs didn't stop the leak and more widespread damage was caused. After having a roofer inspect their property, Mr E and Mrs Y decided to have the whole lower roof replaced on their home at a significant cost.

However, leaks continued to cause further damage. Mr E and Mrs Y are unhappy that they've spent around £9,000 on repairs to the wrong section of their roof. They feel UKI's failure in diagnosing the cause of the leak has caused further unnecessary damage to their home. Mr E and Mrs Y said if UKI's surveyors had properly assessed the upper section of the roof, it would have identified the specific cause of the damage.

Mr E and Mrs Y's roofer found a ridge tile had slipped and had broken some tiles below. Now this has been repaired the leaks have stopped. As Mr E and Mrs Y were unhappy with the decision to decline the claim, UKI arranged a different surveyor to assess the roof. He concluded the damage later identified was caused by a lack of maintenance to the roof. So, UKI maintained its decision to decline the claim.

Mr E and Mrs Y think the storm caused the ridge tile to be blown from the roof, causing damage elsewhere on the roof. They want UKI to reimburse them for the unnecessary repairs they believe they've had and want UKI to settle their claim in full.

UKI have offered £400 compensation for the issues Mr E and Mrs Y experienced with the claim (poor communication and delays, not calling back when promising to do so, inconvenience of chasing the claim).

Our investigator decided not to uphold the complaint. She thought UKI had fairly declined the claim based upon the evidence provided and in line with the terms and conditions of the policy. She didn't think there was evidence UKI had incorrectly advised Mr E and Mrs Y to carry out specific repairs to their roof. Mr E and Mrs Y 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.

Mr E and Mrs Y have raised two substantive points:

- That they were given incorrect advice / input by UKI that led to them spending unnecessary money on repairs,
- Their storm claim was declined.

I have reviewed all the evidence provided by both parties, including call recordings, claim notes, reports, quotes / invoices and photographs. Unfortunately, having done so, I won't be upholding this complaint. I know this will be a huge disappointment for Mr E and Mrs Y given the costs they've incurred, so I'll try and explain why.

I won't cover every minutia of the claim / complaint, but I will try and keep my reasoning simple and concise so it's easy to follow.

Mr E and Mrs Y have spent around £9,000 on repairs they've had done to their roof to try and make it watertight and durable for the future. They've said this expenditure was only agreed after taking counsel from UKI and its representatives. So, I've reviewed whether I think UKI did mislead Mr E and Mrs Y into spending money they didn't need to.

Any reports that have been commissioned by UKI (e.g. in getting surveys carried out by experts on the likely cause of damage) have been done so for the sole purpose of allowing UKI to decide on whether to accept or decline a claim. The scope of these reports is narrow, they are not generally produced to share with the policyholders but are written to allow claim handlers to make decisions on claims on behalf of UKI.

I've checked these reports, the content doesn't go into much detail on what specific repairs are required. The reason for this, is both expert reports conclude the claim isn't covered by the policy. The information shared with Mr E and Mrs Y is minimal to allow them to understand the reasons why the claim has been declined. The information isn't and is never intended as recommendation of what work is required on Mr E and Mrs Y's house.

Decisions on what work is carried out on Mr E and Mrs Y house is their decision and theirs only. They may choose to pay for their own experts to recommend what course of action they may take. It's fair that this information is relied upon if they are paying someone to provide this information for this specific reason. But UKI hasn't provided information for this purpose, so I don't think it has been unreasonable.

Mr E and Mrs Y have suggested the first surveyor who attended their property to validate and review the claim was incompetent and they'd never have taken the actions they did if he hadn't had surveyed their property. They've said his survey only covered the lower roof and not the main roof where the main leak appears to have emanated from.

UKI have said the surveyor approached the survey to find the cause of the internal damage that had been reported, and the lower roof was the obvious candidate for this cause. I think it demonstrated several areas of wear and tear with the roof. There wasn't any obvious one-off storm damage. So, I think it has been fair in its judgement.

I appreciate at a later stage, Mr E and Mrs Y's own roofer took a photo of a ridge tile that had slipped off the main roof and damaged a couple of tiles that lay beneath. However, UKI has explained how it thinks this was a separate incident. It may explain why the internal damage was spreading further beyond where the initial damage was noticed. The original surveyor took photographs during his visit and there was no sign of any of the ridge tiles slipping and damaging tiles below. The surveyor said there was no fallen tiles at the time of the survey.

I think the surveyor focused in on the lower roof when the first survey was carried out, as it was likely that was the area where the first leak was originating from. Therefore, I can't agree the first surveyor was incompetent or did anything wrong. I can see Mr E and Mrs Y accepted his findings by signing his outcome report at the time. The surveyor may have passed comment on what he thought may have caused the leak. I can't confirm as I wasn't there. But I think Mr E and Mrs Y need to rely on their own paid experts when making decisions, so I don't uphold this aspect of the complaint.

I've also considered if UKI were fair in declining the claim.

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 agreed there were storm conditions, so I'll move to the next question.

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

Just because a storm was present around the time of the reported incident, it doesn't always follow that the storm was the cause of the damage claimed for.

When the claim was made, Mr E and Mrs Y reported internal water damage within their property. After Mr E and Mrs Y had some repairs carried out, they reported further internal water damage in the same place and in other areas of their home. Mr E and Mrs Y didn't specifically report that tiles or felt had been blown from their roof, but as a ridge tile had slipped, I will consider the next question.

Were the storm conditions the main cause of the damage?

For the claim to be valid under the policy, the policyholder needs to be able to demonstrate a one-off event that is covered by the policy caused the damage that has been claimed for. In other words, Mr E and Mrs Y needs to prove / provide clear evidence a storm caused the damage that has been claimed for.

UKI have said the storm wasn't the main cause of damage, but long-standing wear and tear to the property and a lack of maintenance were dominant causes of the damage. In other words, UKI are saying the storm merely highlighted the underlying causes of the damage. I've checked the policy and it states: *"just like most insurers we don't cover: wear and tear, any damage caused gradually, and damage caused by lack of maintenance and/or routine decoration"*. Therefore, if UKI has proven wear and tear / lack of maintenance is the main cause, then I'm likely to say its been fair to decline the claim in line with the policy conditions.

Due to the circumstances of the claim and the ongoing nature of it, I can see UKI had two surveys carried out on the property. I think this is reasonable given the issues Mr E and Mrs Y raised.

The first surveyor inspected the lower roof which he saw as the likely entry point for the rainwater for the damage that had been reported in the hall. The surveyor reported the cause of the damage as *“a natural breakdown of materials”*.

I've viewed the photographs provided to support the surveyor's report. Mr E and Mrs Y accepted the report. Mr E and Mrs Y's own roofer pointed out several flaws with the condition of the roof, which led to Mr E and Mrs Y making their own decision to replace the lower roof. So, I think on balance there was evidence that the roof had suffered from wear and tear over several years. There was no evidence of any short or medium-term maintenance to the roof.

However, the water leaks continued even after the lower roof was repaired. Mr E and Mrs Y's own roofer took a photo of a slipped ridge tile which had fallen causing other tiles to break. The roofer thought this was likely to cause some of the damage internally and he repaired the external damage.

However, as I said before I think this ridge tile was caused at a different time. It was a separate event. UKI's surveyor reported no evidence of a slipped tile on the first visit. The surveyor's comments are captured below.

*“The surveyor has reviewed the [policyholder's] roof report. The roofer's report states storm damage, but on the survey images to the main roof there is no storm damage in that area of concern. In the roofer's images, there is a ridge tile sitting in the area. During the survey, there was no noted missing ridge tiles.*

*The images of the internals are now in a different area than when inspected and could potentially be a separate issue altogether. The [roofer's] report states the under felt and battens have rotted, this is something that occurs over a period of time and not as a one-off incident”.*

I think this is the most plausible explanation of what has happened. I've considered whether the second incident / damage was caused by a storm. UKI's surveyor said *“the ridge tile that had fallen off the roof was in a bad state of repair and is covered in moss, the roof clearly hasn't been maintained and therefore the materials have broken up over a period of time. The winds have merely highlighted the pre-existing defects to the roof”*.

The photographs are consistent with the surveyor's commentary. As the policy excludes damage that is caused by wear and tear / lack of maintenance, I think UKI has been fair to decline the claim as it wouldn't be covered by the policy.

As Mr E and Mrs Y didn't have accidental damage cover, I haven't considered whether the claim would've been covered under this peril of the policy.

UKI have offered £400 to Mr E and Mrs Y as compensation for the distress and inconvenience caused for the service issues they've experienced. Whilst, this wasn't specifically part of the escalation to our service, I have briefly considered this for thoroughness. I think this offer is in line with what our service would expect for the communication issues that were experienced. So, I don't uphold this complaint. UKI should ensure this compensation is paid if it hasn't already.

### **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 M and Mrs Y to accept or reject my decision before 19 March 2025.

Pete Averill  
**Ombudsman**