

The complaint

Mr A complained that U K Insurance Limited (UKI) declined a claim on his buildings insurance policy.

What happened

Mr A has a buildings insurance policy with UKI. Mr A has said he first took out a policy with UKI in 2021 and has renewed with them each year since. His policy renews in May each year.

In late-December 2023 or early-January 2024, Mr A said that a storm caused damaged his roof. In particular, he said that the metal parapet had been blown off his roof. Due to personal circumstances, Mr A didn't raise a claim with UKI until August 2024.

UKI investigated the claim but eventually declined it. UKI said that there was evidence the parapet wasn't first damaged in 2024 and raised that any additional damage had been caused due to wear and tear or a lack of maintenance which are excluded under the policy terms and conditions.

Mr A was unhappy and raised a complaint. UKI didn't uphold this element of his complaint. They didn't think they'd incorrectly declined Mr A's claim. As Mr A was still unhappy, he brought the complaint to this service.

Our investigator didn't uphold the complaint. He agreed that the claim hadn't been unfairly declined. Mr A appealed. Mr A said he hadn't been asked for evidence and would be providing further information for us to consider. As no agreement could be reached, the complaint has been passed to me to make 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.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether UKI acted in line with these requirements when it declined to settle Mr A's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr A has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I haven't. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

I think it's important to set out that our role isn't to assess the claim. It's to review UKI's assessment of the claim and decide if they've been fair in the outcome they've come to.

In raising the complaint with this service, Mr A told us that he accepted the parapet had been damaged prior to the storm in January 2024. However, he said there was additional damage caused to it because of the storm in January 2024. UKI have provided evidence that the parapet was already damaged in March 2022. Mr A has said that he has been insured with UKI since May 2021 and additional damage was caused in January 2024 and so thinks all the damage should be covered.

UKI have informed Mr A that they can't be sure when the damage first occurred to the property, and it could pre-date Mr A being on risk with them. As a result, they can't cover the initial damage. UKI have also pointed Mr A to their terms and conditions. They've pointed to the following sections:

"Preventing loss

You must take reasonable care to prevent loss, injury or liability, damage or accidents to buildings and contents under your policy.

Maintaining your buildings and contents

You must keep the buildings, contents and personal possessions covered under this policy in good condition."

The onus is on the consumer to evidence they have a valid claim. So, I don't think UKI has been unreasonable in declining the initial damage as they haven't been provided with any evidence that it occurred during their policy period or what caused the initial damage.

If further damage has occurred to the parapet since the initial damage, which goes back to at least March 2022, no action has been taken that Mr A has made UKI aware of to prevent further loss. So, I don't think it's unreasonable for UKI to decline any further damage to the parapet in line with the terms and conditions.

Mr A has said that he wanted to provide us with further evidence for us to consider. However, we haven't been provided with any further information. As such, I've made this decision based on the information that has been provided to us.

Mr A has also asked us to listen to the calls with the claim handler at UKI where she told him flat roofs only have a 10-year life span. We've been provided with the call notes, and I accept he was told this initially. In a later call the claim handler corrected herself and advised Mr A this was for asphalt flat roofs with bitumen. Whilst there may have been some confusion here, it doesn't impact the outcome of his claim.

I'm very sorry that my decision doesn't bring Mr A more welcome news. But in all the circumstances I don't find that UKI has treated Mr A unfairly, unreasonably, or contrary to law or the policy terms and conditions in declining the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 3 April 2025.

Anthony Mullins
Ombudsman