

## **The complaint**

Mr C complains that U K Insurance Limited (“UKI”) unfairly declined his claim for storm damage to his garage roof, under his home buildings insurance policy.

## **What happened**

Mr C’s garage roof covering was blown off during a storm in January 2024. Prior to this he says the roof was both wind and watertight. Mr C says there were three named storms that affected his property over a period of several days. He made a claim to UKI. But after sending a surveyor to inspect the damage his claim was declined. Mr C says the surveyor’s inspection only lasted a few minutes and he refutes his findings. He says it took until May to receive the decline outcome and that he had difficulty contacting UKI and its agents.

In its final complaint response UKI acknowledges storm conditions were experienced by Mr C. But it maintains that this wasn’t the underlying cause of the damage. It says its surveyor found this was due to the roof covering having been installed incorrectly as well as its deteriorated state.

UKI apologised that its communication had been poor. This included failed call backs, and emails that weren’t acted on. It says the timescales involved in Mr C’s claim and its response maintaining its decline decision were excessive. It paid him £150 compensation to acknowledge this.

The business provided a second complaint response in which it apologised for additional delays in its claim handling. It paid Mr C a further £100 compensation.

Mr C didn’t think UKI had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. He says UKI had fairly relied on its policy terms. This excludes faulty workmanship as well as damage that has occurred gradually due to wear and tear. Our investigator thought the compensation UKI had paid was sufficient to acknowledge the poor service it provided.

Mr C didn’t accept our investigator’s findings. He asked for an ombudsman to consider his complaint.

The matter has now been passed to me to decide.

## **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.

Having done so I’m not upholding Mr C’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I can see from UKI's claim records and its complaint responses that it accepts storm conditions were experienced at the time of Mr C's loss. As there is no dispute around this point I needn't consider it further. This means the answer to question one is yes, and I can move on to the next question.

From looking at the surveyor's photos and the video Mr C provided, it's clear the garage roof covering blew off during strong winds. This is typical of the damage a storm causes. So, the answer to question two is also yes.

Finally, I need to be satisfied that the storm was the main cause of the damage.

I've read the report completed by UKI's surveyor. In it he says the mineral felted roof had been *"torched straight onto the tongue and groove boards that formed the roof"*. The surveyor says plywood should have been laid onto of the boards and the felt applied to this, not to the boards directly. He says this allows for a *"good homogenous bond"*.

UKI's surveyor says Mr C told him the roof was ten years old. However, the surveyor noted the damaged felt crumbled when touched. He says it looked like it had been in place for longer than ten years. The surveyor says the felt was dressed up onto an up-stand wall and this had been rendered over. He says when the felt was displaced it also removed the render. But he could find no evidence of *"any raggle into the brickwork"*. I understand this to mean a groove that is cut into masonry. This is commonly used to allow flashing material to be inset into the brickwork. In this case the surveyor is saying this technique should've been used to inset the roofing felt. He says the way in which it was fitted demonstrates poor workmanship.

Referring to the photos. They support the surveyor's findings that the felt was 'torched' directly to the roof planks. There's no evidence of a plywood base having been used. Mr C doesn't dispute this. But he has supplied an email he obtained from a roofing contractor. The contractor says it would now use plywood for felting to give a base to work on. But that *"years ago"* felting would be applied directly to the existing deck, *"especially if it was of sound condition"*.

I've read Mr C's response to our investigator. He says he's spoken with roofing contractors who indicate tongue and groove wasn't incorrect at the time of installation. The contractors didn't think this was an uncommon approach and it wasn't indicative of bad workmanship. He also refers to comments that were made about flashing separation being acceptable. Mr C says the contractors haven't confirmed this information in writing, as he was expecting.

I'm not an expert in roofing so I must rely on the expert opinion provided. It's not clear whether the contractors Mr C contacted had visited his property to inspect the damaged roof and felting. I acknowledge what the contractors say. But on balance I'm more persuaded by the detailed report that followed UKI's surveyor's inspection. I acknowledge the information Mr C provided to support his garage roof having been laid using an acceptable method. But there is also evidence showing the roofing felt was of some age and in a deteriorated condition. This isn't disputed by the contractor's Mr C approached.

The claim records show that when Mr C disputed the decline decision this was reviewed by a senior member of UKI's technical team before it maintained its position. Given Mr C's concerns I think it's reasonable that it did this.

Mr C's policy terms exclude faulty workmanship, faulty design, or the use of faulty materials. It also excludes any damage that occurs gradually or damage due to wear and tear.

Based on what I've read, the main cause of the damage wasn't a storm. The strong winds no doubt acted as a catalyst. But I'm more persuaded that it's how the felt had been installed, along with its deteriorated condition that was the underlying reason the damage occurred. A well-built roof in good condition should withstand storm force winds. In this case I think it's been shown that the storm force winds acted to highlight a pre-existing issue. This means the answer to question three is, no. UKI can therefore reasonably decline Mr C's claim.

I've thought about the concerns Mr C raised with the service he received. I think the decline decision was communicated in a reasonable timeframe. But there were delays when responding to Mr C's concerns and his further contacts. As highlighted by UKI it also failed to action call back requests. And further delays occurred in relation to the contents part of Mr C's claim when UKI's agents failed to communicate effectively.

Some disruption is unavoidable when a claim like this occurs. But we expect UKI to handle claims effectively to prevent avoidable inconvenience and distress. Mr C explains that he has health concerns, and this experience has caused him and his family to worry.

UKI didn't provide the standard of service he should reasonably expect. To acknowledge this, I agree with our investigator that UKI should apologise and pay him compensation. But as it has already paid £250 and said it's sorry, I can't fairly ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 28 April 2025.

Mike Waldron  
**Ombudsman**