

The complaint

Miss J and Mr C have complained that U K Insurance Limited trading as Direct Line Home Insurance (UKI) unfairly declined a claim under their home insurance policy.

As Miss J seemed mainly to deal with the claim and complaint, for ease, I will normally only refer to her.

What happened

Miss J contacted UKI to make a claim for storm damage. Initially, UKI declined the claim because it said there wasn't a storm around the time the damage was found. However, it later looked at a wider range of dates and accepted there had been a storm within a couple of months of the damage being found. UKI arranged for a surveyor to inspect the roof. It then declined the claim because it said the surveyor said the damage was caused by age-related defects.

When Miss J complained, UKI didn't uphold the complaint. It said its surveyor hadn't found storm damage and Miss J's roofer also hadn't said he'd found storm damage. It said the evidence indicated that the damage was the result of wear and tear and rot. It said this wasn't covered by the policy and it was correct to decline the claim.

Miss J complained to this Service. Our Investigator didn't uphold the complaint. She said UKI's surveyor and Miss J's roofer hadn't identified storm damage and the policy didn't cover wear and tear or rot. So, she said it was fair for UKI to decline the claim.

As Miss J didn't agree, including because she regularly maintained the roof, the complaint was referred to me.

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 we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

UKI initially declined the claim because there wasn't a storm in the five-day period before Miss J made the claim. However, UKI later reviewed a wider time period and found there had been windspeeds of up to 67mph in the couple of months before the claim. UKI then accepted there had been a storm. So, I don't need to consider this question any further.

For the second question, I've looked at UKI's survey and Miss J's roofer's assessment. Neither of these said there was storm damage. UKI's surveyor said it was age-related damage. Miss J's roofer found some tiles had moved, but didn't say this was a result of a storm, and said there were rotten roof battens below the tiles. I think a storm could cause tiles to move but I don't think rot is damage typical of a storm. Miss J's roofer also said the whole roof should be replaced. I don't think a storm would typically require such extensive work.

I'm aware Miss J has said she carried out regular maintenance on the roof and it had most recently been inspected 11 months before the damage was found, with some minor repairs carried out at that time. She has also said she had spoken to roofers and been told that rot could happen in a matter of weeks or months.

But, the issue still remains that neither UKI or Miss J's roofer said they found storm damage. Miss J's roofer said tiles had moved, but didn't say this was down to a storm and instead said when he investigated further that he found the battens had started to rot away. So, I don't think the evidence indicated a storm was the main cause of the damage. The policy also had specific exclusions for wear and tear or rot. As a result, I think it was fair for UKI to decline the claim for storm damage.

I've also looked at whether there was any other relevant cover under the policy. The only cover that might have applied was for accidental damage. However, this was defined as damage that was "*sudden and unintentional physical damage that happens unexpectedly*". Rot wouldn't meet this definition and the same general exclusion under the policy for rot also applied to this part of the policy. So, I don't think the claim was covered under this part of the policy.

I'm aware Miss J, understandably, holds strong views about her claim being declined, including because she carried out maintenance on her roof. However, based on everything I've seen, I think it was fair that UKI declined the claim. As a result, I don't uphold this complaint or require UKI to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J and Mr C to accept or reject my decision before 12 May 2025.

Louise O'Sullivan
Ombudsman