

The complaint

Mrs W has complained that U K Insurance Limited (UKI) unfairly declined a claim under her home insurance policy.

What happened

Mrs W contacted UKI to make a claim when she found rot in some skirting boards. She thought rainwater might be entering through the conservatory roof. UKI sent a surveyor who didn't find evidence of storm damage or another insured risk under the policy. UKI declined the claim.

Mrs W complained. She said she had to chase UKI to find out the outcome of her claim. She didn't agree the claim wasn't covered by the policy and she said UKI's survey was poor. When UKI replied, it said dry rot had been found, which wasn't consistent with a one-off storm event. It also said the surveyor's report indicated that the surveyor had completed an adequate survey in line with what it would normally expect. It said it had also replied to the complaint within the eight weeks it had to do so. However, it said the survey company should have phoned Mrs W to discuss the claim instead of sending her a letter. It offered £75 compensation for the poor service.

When Mrs W complained to this Service, our Investigator didn't uphold it. She said there wasn't evidence to show the damage was the result of an insured peril, such as a storm. Both UKI and Mrs W's contractor had found that the damage was due to rot, which wasn't covered by the policy. She said the compensation offered by UKI was reasonable for the poor service identified.

As Mrs W didn't agree, 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.

The relevant regulator's rules say that insurers must handle claims promptly and fairly. And that they mustn't turn down claims unreasonably. So, I've looked at this complaint in that context.

For a claim to be covered by a policy, the damage needs to have been caused by one of the insured perils listed in the policy. Based on what Mrs W described, UKI considered whether the damage was due to storm damage. So, I've looked at whether this was the cause of the damage.

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.

For the first question, UKI didn't find storm conditions in the period around the time Mrs W found the damage. I've also looked at the weather conditions around that time and didn't find weather conditions that would be considered a storm. So, I think it was fair for UKI to decide the damage wasn't caused by a storm and I don't need to consider the other questions.

I've looked at whether there was other cover under the policy. Mrs W's contractor was a timber company and its report said it visited to assess an attack of dry rot. The contractor's report said:

"The main cause of the Dry Rot outbreak would appear to be previous moisture penetration from possible defects to the conservatory roof.

The floor timbers are also not protected against damp ingress and the sub-floor ventilation appears inadequate."

So, the contractor found defects with the conservatory roof, issues with the floor timbers and inadequate sub-floor ventilation.

UKI's surveyor found that the skirting at the property seemed to have been affected by dry rot and didn't find evidence of an insured cause. I'm aware Mrs W didn't think UKI's survey was adequate. However, the onus is on the policyholder to show damage was caused by an insured peril. Looking at the surveyor's report, this explained that an insured peril hadn't been found. The surveyor's findings were also consistent with Mrs W's contractor in that they both found rot. I'm not persuaded I have reason to think UKI's survey wasn't adequate or unfairly affected the claim.

I've looked at the other cover listed in the policy. There was cover for an escape of water. The policy said the escape of water needed to be from underground drains and pipes, domestic appliances or storage tanks. I haven't seen evidence this was the case. There was also accidental damage cover. This was defined as *"sudden and unintentional physical damage that happens unexpectedly"*. The evidence doesn't indicate the cause was sudden and, instead, indicates it was an issue that occurred over time.

The policy also had a general exclusion for rot. Mrs W's contractor also said there was a defect with a conservatory roof and issues with the flooring. Looking at the policy wording, this said it didn't cover *"faulty workmanship, faulty design or the use of faulty materials"*.

So, I think it was fair for UKI to decide the damage wasn't caused by an insured risk. This meant it was fair for it to decline the claim.

Mrs W was also concerned about how long UKI took to respond to her complaint. Complaint handling isn't a regulated activity, so I'm unable to consider this. However, Mrs W also complained about poor service during the claim. She said she had to chase to get feedback on her claim. She wanted to speak to someone about it. But, instead of phoning her, the contractor sent her a letter. UKI accepted that the contractor should have phoned. I think the £75 compensation it offered was reasonable in the circumstances to reflect the inconvenience caused to Mrs W.

So, having looked at what happened, 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 Mrs W to accept or reject my decision before 13 May 2025.

Louise O'Sullivan
Ombudsman