

The complaint

Mr H has complained on behalf of J, a business, that J's commercial property insurer, U K Insurance Limited, unfairly declined part of J's claim for storm damage.

What happened

There was a storm in January 2024 and one of the buildings J owns suffered damage. UKI accepted the claim for storm damage, paying for some repairs. But, regarding a steel beam which had been found unseated following the storm, it said it wouldn't cover the cost of reinstatement. UKI said it believed the issue with the beam was longstanding, had possibly been occurring gradually and it was unlikely to have been caused during one storm.

J had the beam reinstated as part of the storm repair works. Its cost for that was £3,604. The manager of the building company completing that work provided further comment as to the cause of the problem which had occurred. He said he was "entirely certain" the beam had been dislodged by the storm (with water ingress having washed away mortar for the padstone seating on which the beam sits). When UKI still wouldn't reimburse J's outlay for the beam work, J complained to the Financial Ombudsman Service.

Our Investigator considered the complaint. She noted that UKI hadn't provided any compelling expert evidence as to the cause of the problem with the beam. She noted the comments from J's building company's manager. On balance she found she was more persuaded by what the manager had said. She said UKI should cover the cost J incurred reinstating the beam, plus interest. She also said UKI should pay £250 compensation.

UKI said this type of structural support "is designed to withstand significant stresses, so would not expect this amount of water to cause this kind of damage". It also said the manager's report was just an opinion, not evidence.

The complaint was referred for an Ombudsman's 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.

Having done so I find my view is the same as that expressed by our Investigator. In short UKI has not done enough to satisfy that its decline of liability for the beam work, submitted as part of the storm claim, was fair and reasonable.

It is not in doubt there was a storm. Or that storms can typically damage roofs, even causing water damage internally on occasion. The issue in dispute here relates to the third of the three questions usually asked by this Service when considering complaints about storm claims – was the storm the dominant cause of the damage (the beam becoming dislodged)?

UKI has sought to dismiss the evidence from the company manager as mere opinion. But UKI will know that this Service routinely accepts opinions by a suitably qualified person as

being expert evidence. I see the company manager has explained that he has “forty years construction and specialist structural alterations experience”. I think his comments can reasonably be taken to be expert evidence.

The manager has provided direct, written commentary on the loss. I understand he witnessed the damage first hand and he’s been able to offer his views on what happened. I find his comments persuasive. I note UKI had asked the manager for photos of what he found upon assessing the area. However, the manager wouldn’t have known such would have been necessary.

In contrast UKI had a loss adjuster attend the property before any reinstatement was completed. The loss adjuster would know and understand the importance of gathering evidence to support any claim outcome eventually reached.

The loss adjuster had the opportunity to assess the beam and surrounding area but does not seem to have done so. The loss adjuster’s report does not offer any comment at all on the likely cause of damage to the seating of the beam. But does record the tenant reporting “torrential” rainfall. As I understand it, the loss adjuster later discussed the issue of the beam with colleagues, including an engineer, and it was following these discussions that it was decided to decline liability for the part of the claim for the dislodged beam. I’ve seen no formal direct report or comments from the internal engineer. Whilst UKI has said the “minimal” amount of water which entered the property wouldn’t have been expected to cause that amount of damage – it has not offered any quantification in this respect at all, and no assessment, as I’ve said, directly from its engineer.

J made a claim for storm damage. Which UKI accepted. UKI felt the storm was not the dominant cause of the damage to the beam. However, it hasn’t provided any compelling evidence, including any direct comments from an expert engineer, in support of its view. In contrast, J’s provided expert commentary from the building company’s manager. The manager has said he is certain the storm caused the damage. Nothing UKI has said in reply gives me reasonable cause to question that view.

I’m satisfied its most likely, based on the balance of the evidence presented by both parties, that the dominant cause of the beam being dislodged was the storm. It follows that I find it fair and reasonable to require UKI to cover J’s cost for reinstating the beam.

UKI had confirmation from the manager in December 2024. I’m satisfied if UKI had been acting reasonably, this was the point it should have accepted the beam had been dislodged by the storm and settled this part of J’s claim. I’m going to require UKI to pay interest on top of the reinstatement sum claimed, applied on the reinstatement amount from 6 December 2024 until settlement is made.

I’m satisfied UKI’s unfair decline will have been inconvenient for J. I find that £250 is fair and reasonable to make up for that, with the claim outcome being disputed over several months.

Putting things right

I require UKI to:

- Reimburse J’s cost for reinstating the beam, plus interest* on the reimbursement sum, applied from 6 December 2024 until settlement is made.
- Pay J £250 compensation.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require UKI to take off tax from this interest. If asked, it must give J a certificate showing how much tax it’s taken off.

My final decision

I uphold this complaint. I require U K Insurance limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask J to accept or reject my decision before 23 October 2025.

Fiona Robinson
Ombudsman