

The complaint

Mrs K is unhappy with the decision by Gresham Insurance Company Limited following a claim for storm damage on her home insurance policy.

Mrs K's son is the authorised representative on this complaint. As the policy is in the name of Mrs K only, I have referred to Mrs K throughout this final decision.

Gresham is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Gresham has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Gresham includes the actions of any third party instructed by Gresham during the course of Mrs K's claim.

What happened

Mrs K held a home insurance policy with Gresham which included cover for storm damage. The policy terms and conditions defined storm as:

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. The wind speed or gust should normally exceed 55mph (48 knots) to be a 'storm' but we take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered.

The terms and conditions further explained:

These exclusions apply to all covers in this policy booklet:

We won't pay for

1. Gradually occurring damage

- wear and tear (natural predictable damage which happens over time or due to normal use or ageing) this included, but is not limited to, gradual weathering, the effect of light, deterioration or depreciation;*
- any other gradually occurring damage*

Mrs K has explained that in September 2024 following a storm, the flat roof over her kitchen was damaged, which in turn allowed water to escape into her kitchen causing further damage. Mrs K contacted Gresham to make a claim under her policy. Gresham arranged for a surveyor to inspect the damage, and determine whether an insured event had occurred.

The surveyor inspected the roof and shared findings with Gresham. Gresham told Mrs K that her claim wouldn't be covered. Mrs K was unhappy about this and complained about Gresham's decision to decline her claim.

Mrs K was unhappy with Gresham's response, and so referred her complaint to the Financial Ombudsman Service. The Investigator found that Gresham had acted fairly in declining Mrs K's claim. Mrs K strongly disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for 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.

Firstly, I note Mrs K's comments about her personal circumstances, including dealing with a recent bereavement, and challenges she has been dealing with since. I'm empathetic to all that Mrs K has explained, and I would like to thank Mrs K for taking the time to share this information with me. As I understand this cannot be easy to share.

I'd also like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

Gresham's investigation of Mrs K's claim accepted that there were storm conditions on or around the date of claim. As this isn't disputed by either party I've gone on to consider whether the damage claimed is consistent with storm damage.

2. Is the damage consistent with storm damage?

The primary point of dispute, and Gresham's reasons for declining the claim, is whether the storm was the main cause of damage. So I've focused my findings on this point.

3. Were the storm conditions the main cause of damage?

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. So I've considered the evidence to determine whether Gresham has acted fairly and reasonably when reaching a decision on Mrs K's claim.

Mrs K says the roof was in good condition and well maintained at the time of the storm damage. Gresham says that it had considered Mrs K's claim but, based on the surveyor's

comments about the condition of the roof at the time of inspection, had declined the claim because of the gradual damage exclusion.

I don't doubt the trouble and stress caused to Mrs K in discovering that her roof had been damaged, and this had caused water to seep through into her kitchen as well. I recognise the shock and upset this must've caused. But for me to say Gresham needs to do something to put things right, I'd need to be persuaded that Gresham's reliance on the policy exclusion is unfair, or wrong. But having considered the evidence, I'm not persuaded it is.

I say this because the surveyor's report provides detailed commentary about the condition of the roof and likely cause of damage. This includes noting *'that the flat roof has had various repairs with patch repairs visible, the areas have been painted over with weather sealant paint over the years, the decking boards are sagging significantly between the joists'*. I've seen there are also images supporting the surveyor's findings.

The surveyor has commented on how this would've happened over time. I haven't seen any evidence to contradict or discredit the surveyor's findings on this point. Having considered the surveyor's comments, and the age of the roof, I think it's more likely than not that the damage would've happened over time, as opposed to a one-off event such as stormy conditions.

I recognise Mrs K's strength in feeling about this claim. And I don't dispute what Mrs K has said about what she has been told by her own roofer having inspected her roof. Although Mrs K has provided a compelling testimony, I haven't seen any documentary evidence from a roofer or specialist supporting Mrs K's position on her claim. Having considered the exclusion for wear and tear, alongside the findings of the surveyor instructed on the claim, I'm persuaded Gresham's decision to decline Mrs K's claim is fair.

On balance, the evidence I've seen is more consistent with existing damage being highlighted in September 2024, as opposed to storm conditions being the main cause of it. I appreciate that this will come as a great disappointment to Mrs K. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. Based on the expert and independent opinion provided on Mrs K's claim, I can't say that Gresham had acted unfairly or unreasonably in relying on this evidence and declining Mrs K's claim for the roof and kitchen. Because of this, I won't be asking Gresham to do anything in settlement of this complaint.

Accidental damage

I have seen that Mrs K's policy includes accidental damage cover. So I've considered whether the damage to the roof and kitchen would be something covered by the accidental damage to buildings and contents section of Mrs K's policy. But given what the policy explains about exclusions for *'gradually occurring damage'*, for the reasons already explained, I can't say that the damage to the roof and kitchen is covered by the policy.

Damage caused by Gresham's appointed surveyor

Mrs K says *'someone went on a roof despite being asked not to, and with no need to at all. He did not have permission. This person caused further damage that needs fixing.'* Mrs K says Gresham should pay for the damage caused to her roof by the surveyor that attended.

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

Mrs K has said *'The builder who put the tarpaulin on the roof has maintained the roof regularly. He also did this a month or so before the storm when he treated it. So he can testify to this. He can write that the roof was well maintained and that there was no bow in the roof shortly before the surveyor stood on the roof.'*

I've considered Mrs K's comments. But to date Mrs K hasn't provided any evidence from the roofer to support her position. So as it stands, the only evidence I have is Mrs K's testimony about her understanding of the surveyor causing damage to the roof, and the surveyor's testimony and accompanying report showing the condition of the roof at the time of attendance.

The surveyor that attended took detailed photos of the damage inspected at the time. Having considered this I'm persuaded by the surveyor's findings on the condition of the roof at the time. Mrs K says her roof was regularly maintained. And the surveyor caused damage to her roof. But I haven't seen any evidence to say that the surveyor caused damage in the way Mrs K has described. And based on what I have seen, I don't think it would be fair or reasonable to make a finding against Gresham based on Mrs K's testimony alone. So I won't be asking Gresham to take any further action on this complaint.

Customer Service

Mrs K has referenced several examples of poor claims handling by Gresham. This includes poor communication, rude call handlers, and a general lack of care and attention in dealing with her claim. I've seen that Gresham paid good will gestures to Mrs K, of differing amounts ranging from £25 to £75, in recognition of the parts of its claims handling that could've been better handled.

Having considered the evidence, I'm persuaded Gresham's actions for putting things right have been fair, and in line with what the Financial Ombudsman Service would direct in the circumstances. I say this because there are examples of when Gresham could've done more to support Mrs K, and calls that were not managed in line with its usual service standards.

However I think the crux of Mrs K's frustrations with the claim has been Gresham's decision on the claim itself. This includes the decision to exclude cover because of the gradual damage exclusion, and say that the surveyor hadn't caused the damage Mrs K had claimed. And on both these points I've found Gresham's service has been reasonable. So I think it's fair that any award for compensation recognises the customer service failings only, and that the outcome of the claim remains unchanged. Having considered what Gresham has already paid, I won't be asking it to do anything more.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 4 June 2025.

Neeta Karelia
Ombudsman