

The complaint

Mr O complained that U K Insurance Limited (“UKI”) unfairly declined his claim when torrential rain led to water leakage in the kitchen of his property. Mr O also thought there were unnecessary delays with his claim.

What happened

Mr O made a claim to UKI when water leaked between a window ledge on the upper floor and on the lower wall, causing damage within the kitchen. Mr O said the damage was exacerbated by persistent rain during a named storm around Dec '22 and Jan '23.

UKI appointed a surveyor to review and validate the claim. Based upon the surveyor’s report, UKI decided to decline the claim. It said the weather conditions at and around the time of the reported incident weren’t consistent with storm strength conditions. UKI said there was evidence the property was poorly maintained and the damage had occurred gradually, so wouldn’t be covered by the policy.

However, UKI did pay Mr O £125 compensation for the distress and inconvenience caused by UKI’s surveyor not always responding to emails in a prompt way.

Mr O disagreed, he wants his claim settled in full and wants a higher level of compensation.

Our investigator decided not to uphold the complaint. He said not all of Mr O’s complaint could be considered by our service as he didn’t raise it within six months of receiving UKI’s final response letter. In respect to the claim itself, he felt UKI had reached a reasonable conclusion to decline the claim based upon the evidence provided. Mr O disagreed, so the case has been referred to an ombudsman.

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.

Unfortunately, our service can’t consider all the complaints that come to us. The Financial Ombudsman Service is bound by the Financial Conduct Authority’s (FCA’s) rules covering complaints, known as DISP rules. Rule 2.8.2 states that *“The Ombudsman cannot consider a complaint if the complainant refers it to the Financial Ombudsman Service more than six months after the date on which the respondent sent the complainant its final response, redress determination or summary resolution communication”*.

UKI sent its final response on two complaints to Mr O on 18 December 2023 and 19 March 2024. However, these complaints weren’t referred to our service by Mr O until 11 December 2024, which is more than six months after UKI’s final response letters.

It’s only in exceptional circumstances the six-month window can be extended. This is extremely rare, and I haven’t seen any evidence to suggest exceptional circumstances exist in these two complaints. Under the FCA’s rules, I don’t have jurisdiction to consider these complaints.

However, I have considered the complaints where UKI issued final response letters on 24 June 2024 and 2 July 2024, as these were referred to our service within the six-month period allowed.

Mr O's claim was one for water leaking into his property during heavy rainfall. To clarify, insurance policies only tend to provide cover for certain one-off events (e.g. storm, fire, theft etc).

UKI considered the claim as I would've expected, by appointing an expert surveyor to review and validate the claim. As the claim was made following heavy rainfall, the most obvious way for Mr O to potentially claim would be under the storm peril within the policy. So, I've first considered the claim from this perspective.

Our service has a defined process when we consider storm claims. There are three questions we consider:

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

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

UKI has provided weather reports from around the time of the reported incident and confirmed it didn't think there were storm conditions. I've also reviewed weather resources our service has access to, to check what the weather was in the vicinity of Mr O's property at and around the time of the reported incident.

The heaviest rain was reported in the area as 7.2mm in 24 hours and the peak gust 30 odd miles per hour. Unfortunately, these conditions fall significantly short of what our service would consider a storm.

I appreciate Mr O has referred to national storm events around this time and has shared news articles of storms that fell in his part of the country. However, the weather reports we have are accurate, so I'm persuaded there weren't storm conditions at or around the time of the reported incident. The evidence Mr O has provided of storm conditions is not specific to where Mr O owned a property, so I'm not persuaded by this.

Therefore, I think UKI has been reasonable in saying Mr O didn't have a valid claim under the storm peril within the policy. There is no need for me to consider the other questions in relation to a storm claim.

As I'd expect, UKI also considered the claim under the accidental damage peril, however, as it thought the damage had occurred more gradually it didn't think it was. For accidental damage to apply, Mr O would need to demonstrate a one-off accident had caused the loss or damage.

I haven't seen evidence that he has done this. Mr O had promised our service further evidence to support his claim, but unfortunately this hasn't been received by the deadline set. So, I've had to make my decision based on the information available to me.

UKI's surveyor has provided commentary and photographs in a report to UKI. I've reviewed these. The roof of the property and in particular the guttering of the property was poorly maintained. I find the commentary is consistent with what I can see in the photographs. There are large weeds growing on the roof and the guttering is full with debris.

I appreciate Mr O has provided evidence of maintenance he had carried out (in the form of receipts). However, I find the photographs provided immediately after the claim to be more persuasive. Therefore, I think on the balance of probabilities, it is more likely the damage has been caused over a period of time and not a one-off event. Therefore, I think UKI have been fair in declining the claim. So, I don't uphold this complaint.

Finally, I've considered the overall service provided by UKI. It has acknowledged its tardiness in replying to some emails and paid Mr O £125 in compensation. I think this is reasonable for these faults. Apart from this, I think UKI have handled the claim in the way I would expect, appointing an expert to review the damage and dealing with the claim in a reasonable timeframe. Therefore, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require U K Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 3 July 2025.

Pete Averill
Ombudsman