DRN-5602884

The complaint

Mr C has complained about U K Insurance Limited (UKI)'s decision to reject a claim he made for storm damage under his home insurance policy.

Mr C is being represented by a neighbour in his complaint. For ease, I will refer to Mr C's representative's comments as if they were Mr C's in my decision.

What happened

In December 2023 Mr C said his home was damaged by a named storm. He made a claim to his insurer, UKI in January 2024.

Mr C told UKI there was water ingressing into his home through the roof and so he'd instructed a roofer to begin repairs a few days later. As this was before UKI's appointed assessor could visit to validate Mr C's claim, UKI asked Mr C to arrange for video and photo evidence of the damaged roof before works began to enable the assessor to establish the cause of damage.

When the assessor arrived in February 2024, the roof repairs were in progress, and there were no photos or video available for them to look at. So it wasn't possible for the assessor to evidence a cause of damage. The assessor inspected the roof as it was, and the internal damage to Mr C's home.

The assessor reported that the condition of the chimney stack and internal damage showed from the condition of the property that water had been ingressing for some time. And so UKI declined Mr C's claim. UKI said it excluded damage caused gradually under the policy.

In June 2024 Mr C complained to UKI. He was unhappy that it hadn't provided him with a letter explaining why it had declined his claim. He disagreed with its decision. Mr C said he believed UKI should at least meet his claim for internal damage under the accidental damage peril covered under the policy.

UKI apologised for not providing a letter to explain it had declined the claim. For the distress and inconvenience caused, it paid Mr C £100 compensation.

UKI said its decision to reject the claim for storm damage, and accidental damage, was correct. It said although storm conditions occurred, the evidence showed the main cause of the damage was not a storm, but gradually over time.

One of our Investigators didn't recommend the complaint should be upheld.

Mr C didn't agree and wants an ombudsman to decide.

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.

UKI, like all other insurers, doesn't provide cover for every eventuality, but for specified insured perils such as fire, flood or storm. UKI doesn't provide cover for damage that occurs over time, through wear and tear. This isn't unusual. The purpose of the policy is to cover specific sudden unforeseen events causing damage or loss which an otherwise well maintained property would withstand.

As the Investigator explained, we ask three questions when considering storm damage complaints to decide if an insurer acted reasonably in rejecting a claim. These are;

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

There's no dispute between the parties that storm conditions occurred on or around the date the damage is said to have happened. So the answer to the first question is 'yes'.

Water ingressed into Mr C's property from the roof during a storm. So the answer to the second question is 'yes'.

From the timeline provided by UKI, Mr C reported the damage caused on 27 December 2023 to UKI on 19 January 2024. UKI arranged for an assessor to visit on 1 February 2024, however Mr C had arranged for a roofer to begin repairs on 23 January 2024. I don't think UKI caused an unreasonable delay in arranging for an assessor to visit when it became aware of Mr C's claim. Mr C had understandably arranged for repairs to begin as soon as possible.

Mr C says he told the assessor that branches from a tall tree overlooking his garden had also cracked numerous roof tiles causing additional ingress. I don't have any evidence of this. But I think UKI's request for photos and video evidence before the roof was stripped was reasonable so that it's position wasn't prejudiced. UKI's policy says;

> *"Claims conditions*
>
> *For any claim you must:*
>
> *Give us any relevant information and evidence that we ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair. You will have to do this at your own expense.*
> *Allow us (or our appointed suppliers) to access or inspect the damaged items and/or property.*
> *If you don't follow our claim conditions, and this negatively affects our position:*
> *we will reject your claim or be unable to deal with it, or we will not pay your claim in full"*

I've reviewed the assessor's report with photos. In the absence of evidence as to the cause of damage, the assessor took photos of the roof as it was and inside Mr C's property.

The assessor reported that the front roof had been stripped when he arrived. The chimney stack was in a bad state of repair with mortar deterioration. There was no storm damage evident.

Inside the property, the assessor found water staining over time to both bedrooms and cracks to the ceiling of the ensuite. One bedroom showed wallpaper peeling around the front window, with bulging to the ceiling showing repairs, some new, and some old. The second bedroom showed staining and water tide marks that were not new. The ensuite showed a ceiling crack running from front to back along with water staining.

The photos taken by the assessor support the findings reported.

The Investigator referred to a comment the assessor made in the report about the floor to one of the bedrooms. The report said;

> *"The customer mentioned the floor in the middle of the room had rotted away"*

Mr C in response to the Investigator's view says he doesn't recall telling the assessor this – only to be careful walking on certain parts of the floor. Mr C says there is no sign of water ingress or rotting to the flooring here. He is unhappy that the assessor has incorrectly relied on this inaccurate information. He says this calls into question the credibility of the report.

I've reviewed the recent video footage provided by Mr C of the bedroom floor in question and the bedroom ceiling. Commentary with the video says the staining on the ceiling for this bedroom is related to previous damage and not the storm damage from December 2023.

I can't comment on what was discussed between Mr C and the assessor. Looking at everything reported by the assessor, I don't think the comment about the floor in isolation is enough to discredit the overall findings. In my view, it is reported as an observation as to the condition of the property, rather than having an impact on the conclusion reached by the assessor as to whether the storm claim was valid or not.

Mr C says his neighbour could see his roof from his home and – based on his previous occupation - would have noticed a change and reported any damage to him if it was visible. And Mr C doesn't agree that the staining to the bedrooms show the damage wasn't new. He says the only visible sign of ingress was around the chimney which was from a repair approximately six years ago. Mr C says his roof has worked perfectly well for the past 14 years, apart from the chimney damage.

The photos carry evidential weight in supporting the conclusion that the assessor reached, which was that water had been ingressing into the property overtime, and not due to a sudden one off event. It seems that storm conditions made the existing condition of Mr C's roof worse and highlighted an existing maintenance issue. So I can't agree with Mr C that he has proved any gradual damage to the roof was not known to him

Mr C says even if he accepted the external damage wasn't covered, he believes UKI should meet his claim for internal damage under the accidental damage (AD) section of cover under his policy.

UKI's policy defines the term 'accidental damage' as;

> *"a sudden and unintentional physical damage that happens unexpectedly."*

Where an insurer provides cover for accidental damage – and it is defined as sudden, unexpected, and unintentional (or a combination of these requirements) and there has been a one-off inundation of rainwater we may agree that the internal damage should be covered.

However, where the evidence suggests a long-term gradual water ingress that has occurred, we're likely to say accidental damage doesn't apply.

In this case, I find UKI's decision to decline the claim for accidental damage to be fair based on the evidence available.

I understand Mr C doesn't believe UKI treated him fairly. He says he is a vulnerable customer as he lives alone and is elderly. Mr C says UKI repeatedly ignored his requests for a repudiation letter to explain why it had declined his claim.

From UKI's timeline notes, it recorded that Mr C had asked for a copy of the 'report.' It seems there was a misunderstanding as UKI said it sent a copy of the assessor's report to Mr C in March 2024. But this isn't what he wanted.

UKI apologised for its failure here when it replied to Mr C's complaint. For the distress and inconvenience caused, it paid Mr C £100 compensation.

When things go wrong, we look at what the impact was, and what an insurer did to put things right. I agree with Mr C that UKI should have done more to ensure it understood what he needed. In any event, I think UKI should have provided a letter explaining its decision to decline the claim. I don't think it should have been necessary for Mr C to have had to request one. So I agree UKI didn't treat Mr C fairly here.

I think UKI's apology and compensation award for its failings here is enough to put things right.

Mr C wants UKI to reopen his claim and to instruct a different assessor to carry out a report. But taking everything into account, I find UKI has reasonably shown its decision to decline the claim for storm damage and accidental damage was fair and in line with the policy. I think it has shown that the cause of damage was gradual wear and tear. So it follows that I find its decision to rely on the exclusion for gradual damage when declining the claim was reasonable.

I understand Mr C will be very disappointed with my decision. But I'm not asking UKI to do any more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 8 September 2025.

Geraldine Newbold
Ombudsman