

The complaint

Mr E complained that U K Insurance Limited (“UKI”) unfairly declined his claim for damage caused by water ingress, under his and his wife’s home buildings insurance policy.

What happened

Mr E contacted UKI on 3 January 2025 after damp and mould were noticed in his home. He said an inspection of the damage was arranged but the surveyor didn’t go into the loft space. He said he later received a call telling him his claim was declined and that he didn’t have accidental damage cover. Mr E contacted UKI to dispute the decline decision and confirm he did have accidental damage cover. However, despite agreeing he did have this cover the decline decision didn’t change. Mr E wasn’t satisfied with this outcome and complained.

In its final complaint response UKI told Mr E that no storm conditions were recorded around the time he reported his loss. However, his policy does include cover for accidental damage causes, which is why it appointed its surveyor. UKI said its surveyor found no evidence of storm damage to Mr E’s roof. Additionally, the surveyor thought the staining and mould found internally had resulted from ongoing issues over an extended period.

UKI referred to its policy terms that exclude gradual causes. It said a surveyor will only enter a loft space if there is access and it is safe to do so. In this case it said the surveyor chose not to go into the loft space for health and safety reasons. UKI did uphold part of Mr E’s complaint. This was about the accidental damage cover misinformation and for delayed communication. It offered £100 compensation.

Mr E didn’t think UKI had treated him fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. She said there was no evidence of storm conditions or storm damage. She thought UKI’s explanation that the damage was caused gradually was persuasive. Additionally, she said it was unlikely that an inspection of the loft space will have revealed anything further. And she thought UKI’s offer of compensation was fair for the service issues mentioned.

Mr E didn’t accept our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me 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.

Having done so I’m not upholding Mr E’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

It’s for the policyholder to show that they have suffered an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on

a policy exclusion not to.

Mr E's claim was originally considered under a storm cause. This seems reasonable from what I've read. However, UKI's agent found that no storm conditions for either wind or rain had been recorded on or around the time Mr E reported his loss. However, as he also had accidental damage cover under his policy a surveyor was sent to inspect the damage.

There are three questions we take into consideration when determining whether a storm caused the damage in question. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim. I've looked at the data from a weather station closest to Mr E's home (3 miles away) to see if UKI was correct to say that no storm conditions were recorded. I checked back to 26 December 2024, which is when Mr E says the damage was first noted. The weather data showed maximum wind gusts of 42mph were recorded along with maximum hourly rainfall of 4.4mm. I can't see that UKI defines what a storm is in its policy terms and conditions. But this is not what our service would consider as storm force wind or rain. On this basis there were no storm conditions so UKI can reasonably decline the claim under this cause.

That said, rainwater ingress is typical of damage a storm causes as per question two. So, for completeness I've considered the surveyor's report to see if a storm could have been the underlying or main cause of the damage. The surveyor found no damage to the rear elevation roof slates, above where the internal damage was noticed. He said there was some damage to the roof, but this hadn't been caused by a storm. Similarly, the surveyor said the internal damage had resulted from ongoing issues over an extended period.

The surveyor took several photos of the roof from an elevated position. I can't see evidence of missing or damaged slates having been dislodged by a storm that would allow rainwater ingress. The records refer to hip tiles having been re-bedded at some point indicating some maintenance has been required on part of the roof previously.

Based on this information I don't think UKI's view is unreasonable that there is no evidence of storm damage. So, again I don't think it was unfair to decline the storm claim.

I've thought about whether there is cover under Mr E's policy terms for an accidental damage claim. However, the surveyor was clear when he wrote the internal damage had occurred over an extended period. Mr E's policy defines an accidental damage cause as physical, sudden, and unintentional damage that happens unexpectedly. Mould can be seen growing on the walls and ceilings in the affected areas of Mr E's home. I don't think this can reasonably be said to have occurred suddenly. Mould takes time to develop indicating that there is an ongoing source of water ingress that has caused this to happen over time.

Mr E's policy terms exclude cover for any damage that occurs gradually. This means I don't think it was unreasonable for UKI to decline his claim under an accidental damage cause.

I can see that there was miscommunication from UKI's surveyor. Mr E was mistakenly told that he didn't have accidental damage cover. This wasn't correct. But I'm satisfied from what I've read, that an accidental damage cause was considered and reasonably declined. That said this did cause Mr E frustration and some inconvenience in the additional contacts he

made with UKI. For this reason, it's fair that the business pays him compensation. I think £100 is reasonable. I note Mr E has asked for £300. But this miscommunication was identified and remedied quickly. So, I won't ask UKI to pay more than it offered.

I understand that Mr E is dissatisfied that the surveyor didn't go into his loft space. I note his comments that he has a ladder the surveyor could have used. But the surveyor has advised that he chose not to go into the loft space because of health and safety concerns. I can't reasonably say that this was unfair as there will have been a risk when using ladders. Mr E hasn't shown that there is a cause of damage that he is covered for. He said the loft space should be inspected for signs of water penetration or damage. But a surveyor has inspected the roof covering and found no evidence that an insured cause is resulting in water ingress. If Mr E can show that a different insured cause is behind the water damage internally UKI should consider his evidence. But I'm satisfied from what I've read that the damage was inspected by a suitable expert, and no evidence of an insured cause was identified.

In summary I don't think it was unreasonable for UKI to rely on its policy terms and decline Mr E's claim for the reasons it gave. Its surveyor did provide incorrect information, but the business has done enough to put this right by offering him £100 compensation. It should now pay this to Mr E if he requests it. But I can't reasonably ask UKI to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 24 November 2025.

Mike Waldron
Ombudsman