

The complaint

Mr G complains that U K Insurance Limited trading as Privilege has declined a claim for storm damage to his home.

What happened

This dispute is well known to the parties, so I won't comment in detail here. But for brief context in keeping with the informal nature of our Service:

- In May 2024, Mr G made a claim to Privilege of damage to his home following bad weather.
- Following attendance by a surveyor, Privilege said there were no storm conditions around the time of loss and roof tiles had been poorly fitted. They also pointed to water staining to show an ingress of water over time, so it declined the claim.
- Mr P disagreed. He was dissatisfied they hadn't done enough to recognise his vulnerabilities. He also provided a statement from a roofer that the gaps between tiles cited by the surveyor, didn't impact the performance of the roof.
- Privilege provided further responses but didn't change their stance. They maintained there was no storm and the damage had occurred over time and due to poor workmanship. They did offer Mr G £50 for not initially informing the surveyor of Mr G's vulnerabilities but said they had made reasonable adjustments to their communication and treated him fairly.
- Dissatisfied with Privilege's response, Mr G referred his complaint to our Service. Our Investigator thought Privilege's claim decision had been fair, but that a further £150 compensation (total £200) should be paid for the poor claim handling. Mr G replied to say he disagreed. As there was no agreement, the complaint 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.

I've summarised the background of the complaint above. This is not intended as a discourtesy. I'd like to reassure the parties I've reviewed everything that has been provided. Having done so, I'm only upholding the complaint in part, for broadly the same reasons as our Investigator.

I know this will be upsetting for Mr G and I'm sorry about that. I'm conscious of the consequences he is facing, and the impact Mr G has said this has had on his health. But I'm satisfied Privilege has declined the claim fairly and reasonably. I've explained why below.

Our approach in cases involving storm damage would require me to ask three questions:

1. Was there a storm?

UKI initially said there was no evidence of any storm conditions around the date of the claim. However, following further evidence provided from Mr G (reports that show wind speeds of 55mph on 15 April 2024) UKI accepted there were storm conditions. So, we move to question 2.

2. Is the damage consistent with that caused by a storm?

The damage is to the roof and there is internal damage from rainwater. This is consistent with damage that would be caused by a storm. So, we move on to consider question 3.

3. Was the storm the main (proximate) cause of the damage?

I don't find that the storm was the main cause of the damage.

I say this because:

- I am persuaded by the report provided by the surveyor, which shows the raised tiles on the roof and exposure to the wind and rain, with some tiles also showing gaps and there being a lack of overhang of the tiles, preventing water falling into the guttering. I am persuaded this is a main cause of the damage and cause of the water to ingress.
- Having considered the roofer report provided by Mr G, it also says that rain was getting under the tiles and into the home due to cracked and defective cement. This would give another main cause of damage and also suggests the damage has been caused gradually.
- This is further supported by the evidence of the internal damage. This shows staining and a crack on the ceiling, which wouldn't happen from a sudden event, such as a storm.

I have considered the reports Mr G has provided from an independent roofer but they don't persuade me that a storm was the main cause of the damage because as above, I find the issues to be consistent with gradual damage.

In summary, I don't require Privilege to accept the claim for damage to the roof because I don't find storm was the main (proximate) cause of the damage Mr G is claiming for.

Mr G's policy includes cover for accidental damage, which is defined as: "*sudden and unintentional physical damage that happens unexpectedly*".

I'm persuaded by the evidence the internal damage was more likely than not the result of a gradual ingress of water via the roof and onto the ceiling. I don't think it's likely the damage happened suddenly because I haven't seen anything to suggest otherwise. So, I can't fairly require Privilege to pay Mr G's claim for internal damage under the accidental damage section of cover.

Mr G has complained that Privilege failed to make reasonable adjustments for him. In other words, has failed their duty to make reasonable adjustments under the Equality Act 2010. I've taken the Equality Act 2010 into account when deciding this complaint – given that it's relevant law – but I've ultimately decided this complaint based on what's fair and reasonable.

If Mr G wants a decision that Privilege has breached the Equality Act 2010, then he'd need to go to Court.

In this case I agree with the Investigator. Privilege could have handled this claim and their communications with Mr G better. It was over three months between the initial surveyor visit and the final letter informing Mr G that there was deadlock. In this time Mr G had asked them to communicate with him in a clear manner and explained why he needed this. I find this could have been more forthcoming and in a timely manner. I can see how frustrating and distressing this was for Mr G. Compensation is therefore appropriate and I find £200 in total fairly and reasonably reflects the impact Privilege's failings had on Mr G. I am glad to see Privilege did eventually provide what I consider to be a clear explanation of the issues and what had gone wrong, with diagrams.

I understand the repairs are likely to be expensive. I recognise Mr G is in an unfortunate position, and so my decision will be deeply disappointing for him. But I can't require Privilege to pay a claim it has declined fairly and in line with the contract of insurance he holds. It follows I won't be requiring Privilege to do anything further in respect of this claim, other than paying Mr G a further £150 compensation.

My final decision

I uphold this complaint and require U K Insurance Limited trading as Privilege to pay Mr G a further £150 (total £200) for the distress and inconvenience he's been caused.

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

Yoni Smith
Ombudsman