

## **The complaint**

Mrs B complains about Great Lakes Insurance UK Limited's decision to decline a claim made under her commercial property owners insurance policy.

## **What happened**

The background to this complaint is well known to both parties so I'll provide only a very brief summary here.

Mrs B has an insurance policy underwritten by Great Lakes which covers a commercial property she owns and rents out.

She made a claim in January 2024 after discovering damage caused by water ingress to the upper storeys of the building. She says this was caused by a storm (or storms) in December 2023 and January 2024, which damaged the roof of the property.

In short, Great Lakes declined the claim on the basis that the roof was in a poor state of repair before the storm(s), which have simply served to highlight existing issues with the roof.

Mrs B wasn't happy with this and made a complaint to Great Lakes. And when they maintained their position, Mrs B brought her complaint to us.

Our investigator looked into it and didn't think Great Lakes had done anything wrong.

Mrs B disagreed and asked for a final decision from 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.

Our investigator has explained our approach in dealing with this kind of case. Where there is a question of whether a claim ought to be paid in relation to alleged storm damage, we ask ourselves three basic questions.

One, was there a storm at or around the time the damage is said to have happened?

Two, is the damage consistent with damage caused by a storm?

And three, was the storm the main cause of the damage?

If all of the answers to those questions are yes, then all other things being equal, we'd usually expect the claim to be paid. If not, then the insurer will usually be entitled to decline the claim.

In this case, there is no dispute about the first two questions. Both parties agree that there was a storm (or storms) in the period immediately preceding the claim. And the damage is

typical of the kind of damage caused by storms.

My decision then swings entirely on the third question – whether the storm(s) was (or were) the main or predominant cause of the damage to Mrs B's property.

In essence, there are two theoretical possibilities here. One, the roof was in a sound condition before the storm(s), and it was the storm(s) that caused the damage which allowed water to ingress into the property. Or two, the roof was in a poor state of repair due to gradual damage or wear and tear, and the storm(s) simply served to highlight those pre-existing issues.

As our investigator explained, in cases like this we have carefully consider all of the available evidence and expert opinion. We then have to decide whether on balance the storm was likely the main cause of the claimed damage.

In this case, we have a number of reports and/or evidence about the cause of the damage, from multiple sources.

The loss adjuster's report includes photographs of the property taken in February 2024. The loss adjuster's conclusion is that the damage to the roof is gradual and the result of wear and tear, with the roof being poorly maintained over time.

Mrs B commissioned a report from an expert structural engineer (who I'll refer to as 'H'). Their conclusion was that the damage to the roof was caused by the storm.

They noted that the damage was localized, in the rear right-hand section of the roof, which was consistent with the wind direction during the storm(s). And that other areas of the roof were undamaged, indicating that there wasn't a problem with the maintenance of the roof.

They also said the intensity of the rainfall likely overwhelmed the drainage system, causing water to overspill onto the roof and walls.

The loss adjuster commissioned a report from an expert surveyor (who I'll refer to as P). Their view was that the damage was primarily due to wear and tear to the roof.

They noted indications of a historical issue with a gutter and downpipe, with algae and mould growth in the relevant areas.

They said the ridge tiles were in a poor condition, with clear deterioration to the mortar bedding and joints. And they said the slipped tiles and slates on the roof weren't normally associated with storm damage but were more likely due to nail fatigue and/or deterioration in the fixing battens.

In addition, Mrs B had quotes from two roofers for repairs to the damage (to the roof and internally to the property). One of the roofers also provided a summary to Mrs B stating that they believed the damage had been caused by the storm.

I've carefully considered all of the evidence. And whilst I know this will be disappointing for Mrs B, I agree with our investigator that it's more likely than not that the roof was in a poor condition before the storm(s), which were likely not the predominant cause of the damage to the property. I'll explain my thinking.

On a minor point, I don't think the roofer's summary carries as much weight as the other expert reports (from H and P). It's much briefer and gives less compelling reasoning for its conclusions. It also connects the damage chronologically to the storm(s), saying the damage

followed the storms. But it doesn't fully address the question of how and why the roofer believes the roof was in a reasonably sound condition before the storm(s) occurred.

More importantly perhaps, the various quotes for repair work – obtained by Mrs B - indicate widespread and extensive damage to the roof and internally to the property.

Both quotes suggest that the roof needs to be completely stripped – and timbers replaced “*where necessary*”. Both say repairs are necessary to *all* valleys and lead flashings. Both say the roof membrane needs to be replaced. And both say the ridges need to be re-laid (or replaced) and/or re-pointed.

First, this flatly contradicts H's opinion that the damage is localized in one section of the roof – the section that was most exposed to the storm winds.

And second, it clearly indicates that the roof needs very extensive repair – including the removal of deteriorated timbers, replacement of the membrane and removal and/or reinstatement of the ridges.

On the face of it, that's not a repair schedule that you'd expect to see after an otherwise perfectly sound roof had been recently damaged by a storm. It's much more likely to be associated with a roof that needs extensive attention due to long-standing issues.

Furthermore, the quote which addresses the internal damage (in addition to damage to the roof itself) suggests works are necessary on the second floor (immediately below the roof), the stairs and landing, the first floor and down as far as the cellar.

Again, the proposed works are extensive. They indicate water ingress over a prolonged period of time and not as a result of a recent one-off incident.

In terms of the expert reports (other than the roofer's), P's report is more detailed, compelling and persuasive than H's. The latter is also, as I've explained above, thrown into question by the nature of the roofers' quotes for repair works, particularly to the roof itself.

Finally, the photographs included in the various reports, particularly those provided by the loss adjuster and by the roofer, clearly show deterioration in the roof which could not be caused by storm(s).

The ridge and hip tiles are displaced in places, and the mortar beneath them is seemingly crumbling and/or worn down. The flashings show gaps which are unlikely to have been caused by storm(s). And there are numerous slates or tiles which have slipped or moved slightly over time to create gaps.

To summarise, when taken as a whole, the available evidence suggests very strongly that the roof was in a poor condition prior to the storm(s) in December 2023 and January 2024.

So, on the basis of the evidence available to them, it was neither unfair nor unreasonable for Great Lakes to decline the claim for storm damage made by Mrs B.

I note also that Great Lakes considered whether some or all of the damage might be covered under the “*accidental damage*” insured peril. However, again based on the evidence available and for the same reasons as I've set out above, their application of the exclusion for damage caused by wear and tear wasn't unfair or unreasonable.

**My final decision**

For the reasons set out above, I don't uphold Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 21 November 2025.

Neil Marshall  
**Ombudsman**