

The complaint

A limited company, which I will refer to as E, complains about the decline of its commercial property insurance claim by The New India Assurance Company Limited.

What happened

The following is intended only as a summary of the events. Additionally, although other parties have been involved in the correspondence, etc. I have largely just referred to E and New India for the sake of simplicity.

E operates a care home and had insurance for this business underwritten by New India. In October 2023, E's property experienced an ingress of water through the roof at the time of a storm event.

New India appointed a firm of loss adjusters to assess the claim. A first visit was made in December 2023, and a second visit took place in June 2024. The findings of the loss adjusters were that the roof was in a poor state of repair. As well as referring to the condition at the time of the inspection, the loss adjusters referred to images from 2022 showing what is described as heavy moss growth / misplaced slates. So, they concluded that the storm had merely highlighted the pre-existing poor condition of the roof.

New India declined the claim for buildings damage to the roof on the basis of the exclusion relating to wear and tear. Internal damage was accepted under the accidental damage cover provided by the policy. And whilst there were initial concerns over potential underinsurance, this element has been met in full (less the deduction of the policy excess).

E did not agree with the outcome of the buildings claim, and felt the loss adjusters had already decided that the claim would be declined before they attended. E said that there had never been any leaks before the storm. And that builders that had inspected the roof for the purposes of providing repair quotes had said that the damage was the result of the storm.

New India did offer to arrange another inspection, which would have involved actually climbing onto to the roof. But E seemingly did not consider that another inspection from the same firm would lead to a different result, as the loss adjuster would merely support their colleagues.

E brought its complaint to the Financial Ombudsman Service. But our Investigator did not recommend that it should be upheld. She was satisfied that there was a storm and that tiles could be dislodged in a storm. However, she thought New India had acted fairly and reasonably in the circumstances by relying on the findings of the loss adjusters. And that the policy did not cover claims in the circumstances that had been identified.

E remained unsatisfied, so its complaint has been passed to me for a decision.

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 am not upholding this complaint. I've explained why below.

Firstly, I will just reiterate that the above is merely a summary. Both parties have provided detailed submissions, which I have carefully considered. But I have not addressed each point made within this decision. This is not intended as a discourtesy, but rather reflects the informal nature of the Financial Ombudsman.

Secondly, I need to make it clear that the Financial Ombudsman Service are not experts in building construction or the assessment of buildings damage. It is necessary for me to come to my decision by considering the evidence presented, and this includes the reports provided by the experts in the field.

As well as the reports from the loss adjusters appointed by New India, E has provided two quotes from builders. I understand the first to be a builder familiar with E's property, having previously carried out works there. The quote confirms the damage, and says that this is required following the storm. The second quote confirms the damage in more detail, and says that slates have been dislodged by strong winds.

Neither of these quotes comments on the general condition of the roof though. This is contrasted by the reports from the loss adjusters, which repeatedly comment on aspects of disrepair to the roof. This includes moss growth, overgrown drains, absence of pointing, etc. as well as slates having been dislodged.

Whilst I am not an expert, my understanding is that moss growth and blocked drains will lead to an accumulation of water, which can cause direct damage as well as damage through freezing, etc. This will inevitably weaken the structure of the roof. Moss can even act to lift and shift tiles themselves. The loss adjusters have concluded that the presence of this is indicative of the roof being in a poor condition prior to the storm.

The images from 2022 are reasonably limited in terms of the areas they show. However, they do clearly depict areas of the roof where slates are not aligned. The cause of this – and whether this is connected to moss, etc. – is unclear. But this is evidence that areas of the roof were not in the best condition prior to the storm in late 2023. And this supports the loss adjusters' findings.

Preferably, I would have liked to have seen a closer inspection of the roof by the loss adjusters. I note E apparently advised the loss adjuster that a ladder would be required to access the roof, and then the visit was made without this. But I also note that New India did offer to arrange a further visit that would have entailed a closer inspection. This offer was declined by E. I appreciate E may have considered that loss adjusters from the same firm would not disagree with their colleagues. But I also can't say that the absence of a closer inspection is something that I can hold against New India in these circumstances.

I appreciate E has concerns over the loss adjusters and their independence. But I have seen nothing to suggest that this has led to a biased conclusion in this case. The conclusions of the loss adjusters are supported by the evidence they have referred to.

I also note that E was concerned by some of the questions it was asked by the loss adjusters. However, whilst I appreciate such questions can seem invasive, it is usual for insurers/loss adjusters to undertake various checks when validating a claim. This can include asking about previous business activity and convictions. I don't consider asking such questions to be inappropriate. This is, essentially, a repetition of the questions asked when the policy is taken out, and is to confirm that the details provided at the start of the policy

were correct. For example, one of the questions asked when E took out this policy was:

“Have you or any director or partner been declared bankrupt, been a director of any company which went into liquidation, administration or receivership, or been convicted of or received a police caution for or been charged with but not yet tried for arson, criminal deception, fraud, forgery, theft, robbery, or handling or any crime of violence associated with these or with any other offence against property?”

In order for E’s claim to be covered under the policy, the proximate cause of the damage must be an insured event. In the circumstances here, this means the main cause of the damage must have been the storm. Given there had apparently been no leaks prior to the storm, I do think that the high winds in the storm might have dislodged slates. However, the reason this happened appears to have been because the roof was already in a poor condition. And the storm merely highlighted this poor condition.

I note that E has said that a roof is not a machine with moving parts. But it can still suffer wear and tear. Roofs do have a lifespan. And maintenance is required to extend this. E has seemingly not carried out maintenance on the roof for some time. The evidence provided indicates that it has suffered deterioration. And it was this deterioration that seemingly allowed the slates to move in the storm.

Ultimately, I consider New India acted appropriately when concluding this deterioration to be the result of wear and tear. It follows that I consider New India acted fairly and reasonably by declining E’s buildings insurance claim under the exclusion for wear and tear.

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 E to accept or reject my decision before 28 November 2025.

Sam Thomas
Ombudsman