

complaint

Mr and Mrs M are unhappy that Legal & General Insurance Limited (L&G) has declined their claim for damage to their property, which they believe was caused by a storm and should be covered under their home insurance policy.

background

In early January 2018 Mr and Mrs M made a claim under their home insurance policy following a storm. This was for external damage to their roof and internal damage to a boiler which appeared to have stopped working due to water ingress from the damaged roof. L&G declined Mr and Mrs M's claim on the basis there was no evidence of any storm damage. It said there was severe mortar deterioration to the ridge tiles on the roof which had caused the end ridge tile to be dislodged. As the damage was due a natural breakdown of materials, rather than a one of storm event, it said the external damage wasn't covered under Mr and Mrs M's policy. L&G said the boiler had been damaged by rainwater ingress over a period of time and, again, wasn't covered under the policy.

Mr and Mrs M weren't happy their claim had been declined and complained to L&G. They also complained about various aspects of the way the claim had been handled, including poor communication and delays. L&G maintained its position but offered £50 in recognition of the delays it had caused.

Our investigator said there was no dispute there'd been a storm. She agreed with L&G that it hadn't been the dominant cause of the damage to the roof and instead had highlighted an existing issue. She noted, however, that Mr and Mrs M had extended accidental damage cover, which said that damage caused by storm was covered under the policy. She said she couldn't see any sign of the boiler being damaged as a result of wear and tear and thought the storm had contributed to the damage to the boiler. She said L&G should therefore reimburse Mr and Mrs M for the cost of repairing the boiler. She also thought L&G should increase the award of £50 to £150 for the poor service it had provided in handling the claim.

Mr and Mrs M agreed with the investigator's view. L&G disagreed and asked for the complaint to be reviewed by an ombudsman.

my findings

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've come to the same conclusion as our investigator and for broadly the same reasons. Let me explain why.

Mr and Mrs M think their property was damaged during a storm and, as their policy covers storm damage, they think they should be covered for this type of claim. So I've considered this, taking into account the policy terms and conditions.

When we look at storm damage cases we ask three main questions:

1. Were there storm conditions on or around the date the damage is said to have happened?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of damage?

If the answer to all of these questions is 'yes' then the claim is likely to succeed. But, if the answer to *any* of above questions is 'no' the claim for storm damage is unlikely to be covered.

There was a storm shortly before Mr and Mrs M discovered their boiler wasn't working. That has been accepted by all parties and there is no need for me to comment any further on that issue. So I can answer 'yes' to issue one.

I can also answer 'yes' to issue two. High winds are known to dislodge roof tiles so I'm satisfied the damage in this instance is consistent with damage typically caused by a storm. Storm weather can also sometimes cause damage to internal decorations and contents, for example where rainwater has got in to the property. So I'm also satisfied that the damage to Mr and Mrs M's boiler is consistent with damage caused by a storm.

I now need to consider whether the storm was the main cause of the damage in this instance. The surveyor appointed by L&G decided the external damage hadn't been caused by a storm because there was evidence of mortar deterioration to the ridge tiles, which had caused areas of cement to disintegrate. This had allowed fatigue cracks to the bedding mortar and the ridge tiles to de-bond and dislodge.

I've reviewed the evidence from the surveyor, including a number of photographs he took of the roof, and I'm persuaded by his findings. He's given a reasonable explanation of why the ridge tiles might have dislodged and I think it's more likely than not that the damage would have been caused over a period of time and not due to a one off storm event. It's possible the storm may have highlighted the problem with Mr and Mrs M's ridge tiles, but I'm not persuaded it was the main cause of the damage.

Mr and Mrs M's policy doesn't cover '*Maintenance, wear and tear or damage that happens gradually over a period of time such as damp or rot.*' With all of this in mind, I'm unable to answer 'yes' to storm issue three and I think L&G have acted reasonably in declining the claim for damage to the roof.

Mr and Mrs M have also claimed for internal damage to their property and I need to decide whether the storm conditions were the main cause of damage to their boiler. L&G say there was very little rainfall associated with the storm and believe the damage to the boiler occurred over a period of time, not because of a one off storm event. It's highlighted some water marks on the floor of the loft, which it believes indicates that water had been getting in through the roof for some time. It noted that boilers are made of aluminium, which explains why there was no rust on the boiler. It also said that boilers are sealed units and there is no evidence the water has got into the boiler.

Mr and Mrs M say that when they discovered the split in the roofing felt above the boiler, they went outside and noticed a smashed ridge tile by their garage and believe this had come down during the storm a couple of days previously. They hadn't noticed the smashed tile any earlier than that and while I don't think the storm was the main cause of the tile coming loose, I think it's more likely than not it was dislodged during that storm.

Records show there was 10mm of rainfall in one of the days leading up to the discovery of the damaged boiler. While that is not significant rainfall, it is potentially enough to cause damage to a boiler, particularly when combined with strong winds which could cause the rain to be driven in to the damaged roof.

I have seen no evidence to suggest the boiler was damaged by anything other than ingress of water. Mr and Mrs M's local plumber who first attended the property noticed water on top of the boiler. The emergency plumber who later attended used a hair dryer to dry out the boiler. And L&G's surveyor said the boiler was damaged by water, although in his opinion this was caused by rainwater ingress over a period of time.

I have also seen evidence that Mr and Mrs M had their boiler serviced in December 2017, about four weeks before it stopped working. If there had been any water damage to the boiler at that stage I think it's very likely it would have been identified by the plumber. It's possible that water could have started coming in through the roof after the boiler was serviced but I think it's more likely than not it came through after the ridge tile was dislodged during the storm in early January 2018.

In light of the above, I'm satisfied that Mr and Mrs M's boiler is covered under their home insurance policy and L&G should therefore reimburse them for the cost of replacing it, plus interest for the delay in doing so.

L&G offered Mr and Mrs M £50 in recognition of the delays it had caused. Our investigator thought £150 would be a more appropriate payment. There were some delays in reviewing the case when Mr and Mrs M challenged the decision to decline the claim. There was also some confusion about the actions of the initial roofing contractors appointed by L&G and subsequently some concern about the repairs they made. I think £150 more accurately reflects the distress and inconvenience Mr and Mrs M experienced as a result of the claims handling issues they experienced with L&G.

my final decision

My final decision is that I partly uphold Mr and Mrs M's complaint. I require Legal & General Insurance Limited to:

- Reimburse Mr and Mrs M for the cost of replacing their boiler, plus 8% simple interest* from the date of the invoice until the date settlement is made;
- Pay Mr and Mrs M £150 for the distress and inconvenience caused by its poor claims handling.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs M to accept or reject my decision before 13 April 2019.

Richard Walker
ombudsman

*Interest – if Legal & General Insurance Limited considers that it's required by HM Revenue and Customs to take off income tax from any interest due to Mr and Mrs M, it should tell them how much it's taken off. It should also give Mr and Mrs M a certificate showing this if they ask for one, so they can reclaim the tax from HM Revenue and Customs if appropriate.