

complaint

Ms B complains that International Insurance Company of Hannover SE (Hannover) won't meet her claim for storm damage to her roof.

background

Both parties know what's happened during this complaint so I won't go into much detail. In essence, Hannover says Ms B's roof was in poor condition before any storms so any damage is due to wear and tear, not a storm.

Our adjudicator thought that the photos provided did show damage likely caused by a storm and thought Hannover should pay the cost of repairs.

Hannover objects, saying it's provided photos from several years ago showing the roof was much the same then as now – so it isn't storm damage.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Hannover has relied in part on some photos it's taken from Google earth/maps to show that Ms B's roof was in much the same condition about eight years ago as it is now. On that basis it and its surveyor maintain that any damage is down to wear and tear, rather than a storm.

There isn't any dispute about there being storm conditions shortly before Ms B made her claim. And the damage Ms B claimed for – slipped and damaged tiles – is consistent with storm damage.

So the point under dispute is whether the damage is recent or long standing.

Hannover acknowledges that the weather was bad enough to damage even a "well maintained" roof. So it's reasonable to conclude that damage was caused.

Its surveyor said the roof was in an adequate condition but also said – on every photo – that there was wear and tear damage to tiles and mortar. The use of exactly the same phrase – whatever the photo showed – doesn't indicate particular care.

I've compared the photos from 2008 – which aren't terribly clear – with the latest ones. The roof does look very similar – with the exception of the slipped tiles showing now. I don't think evidence of earlier repairs necessarily means the roof was in a poor condition generally – it simply means someone's taken the trouble to maintain or repair it over the years.

Nor do I think Ms B's decision to have the entire roof replaced means there wasn't some storm damage that Hannover should cover. And she's not asked Hannover to pay for the whole roof – only for some slipped and damaged tiles.

Overall, I'm persuaded that Hannover should pay for the cost of repairing the tiles showing as slipped or damaged in the photos. If there is (as Hannover says there is) difficulty in assessing that cost it needs to talk to Ms B about a mutually acceptable amount, which

might simply be a percentage of the total cost of the new roof. Like the adjudicator, I'd expect Hannover to add interest at 8% from the date of the storm (15th January 2015). That's simply our standard approach to cash settling such claims.

my final decision

My decision is that I uphold this complaint and I order International Insurance Company of Hannover SE to pay Ms B the cost of repairing the damage or, if that can't be assessed, some other agreed sum. It should add interest at 8% backdated to 15 January 2015 to either amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 18 February 2016.

Sue Peters
ombudsman