

complaint

Mrs M complains that U K Insurance Limited ("UKI") won't pay under her buildings and contents insurance policy to repair her roof which was damaged in a storm.

background

Mrs M said her flat roof was damaged in a storm, and she wanted UKI to pay for repairs. But UKI said that it didn't think the storm was the cause of the damage, so it wouldn't pay her claim.

Our adjudicator upheld this claim. He thought that there was a storm at the time. He thought that the damage might have been worse because of the age of the felt on the roof, so he thought that UKI should pay 50% of the costs of the claim. And he thought that the £75 that UKI had offered Mrs M in compensation was enough.

Mrs M was happy to accept that offer, but UKI didn't agree with our adjudicator. It thought the roof was well past its expected lifespan, and that was what had caused the problem.

Because UKI didn't agree, the case was passed to me for a final decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I've reached the same conclusion as our adjudicator, and for broadly the same reasons.

Mrs M's buildings insurance covers her for damage to the buildings caused by storm. The policy explains that when UKI is settling claims, *"if at the time of damage the buildings were not in a good state of repair we will deduct an amount to reflect wear and tear from the settlement"*.

UKI said that there was a storm at the time the roof was damaged, but no other houses nearby had been affected. And the felt roof was sixteen years old. It says that a felt roof will usually only last about ten years. So UKI thinks that the felt must have been fractured or delaminated to allow wind to get in underneath and lift the felt up. If that's right, it means that the damage wasn't actually caused by the storm. The storm just revealed a problem that was already there.

Mrs M said her husband examined the roof every year, and it was sound. She said he had lots of experience in the building trade, so he knew.

UKI said it would reconsider its decision if Mrs M could get a report from her contractor confirming what she said about the roof. Mrs M tried, but she wasn't able to get her contractor to write her a report.

There is very little evidence either way on what the roof was like before the storm. Both sides do accept it was old. I think it is very likely that the roof was coming to the end of its useful life, and would have needed to be replaced soon. But it also seems likely to me that the fierce storm winds in the area at the time contributed to the problem. So I don't think that it's reasonable for UKI to refuse to pay this claim. It also doesn't seem reasonable to ask UKI to pay the whole cost of repairs, when the age of the roof may have been part of the problem,

and the roof would probably have needed to be replaced very soon anyway. So I think that it is fair for UKI to pay half the cost of repairs.

Mrs M also said that UKI had been rude and dismissive when she tried to challenge what it said about the roof. UKI wanted to pay Mrs M £75 to say sorry for that. I think that is fair compensation for any upset that this poor service has caused Mrs M.

my final decision

My final decision is that U K Insurance Limited should pay 50% of the costs of repairing the damage to Mrs M's roof, minus the policy excess. And it should pay interest on that amount at 8% simple from the date of claim to the date of settlement.

U K Insurance Limited should also pay Mrs M £75 in compensation, if it has not already done so.

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

Esther Absalom-Gough
ombudsman