complaint

Mr F and Ms P say Legal & General Insurance Limited (L&G) have unfairly declined their claim for accidental damage to their home.

background

Both parties know what's happened during this claim, so I don't need to go into a lot of detail. The crux of the complaint is that Mr F and Ms P think the cracked wall in their house was caused accidentally. L&G says it's a combination of wear and tear and poor workmanship and/or building materials, so it won't pay their claim.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

For a claim to succeed under the accidental damage part of Mr F and Ms P's insurance policy, it needs to be "sudden, unintentional and unexpected physical damage caused by an identifiable external means".

There have been several reports done on this property. The one produced by Mr F and Ms P's surveyor says the problem is roof spread – which might have been caused by failed wall ties, the wrong tiles being used or even the fact that Mr F and Ms P have stored belongings in the loft.

L&G is relying on exclusions within the insurance policy which say it doesn't have to meet claims where the damage is caused by anything that happens though wear and tear, over a period of time or because of faulty workmanship, design or materials.

The reports say that the original tiles on the roof have been replaced with heavy concrete tiles at some point, which significantly increased the weight of the roof, and the wall ties have failed over a period of time. There's also a suggestion that the walls weren't built with the correct bricks. Either of those would fall under the exclusions L&G are relying on.

Mr F and Ms P argue that placing a normal amount of belongings in their loft caused the problem. So they are saying that the act of storage was the identifiable external cause of the accidental damage. I appreciate their point – it's effectively the "straw that broke the camel's back" explanation of what happened. But I don't think it's a strong enough argument for me to uphold their complaint.

I say that because I don't think a roof in reasonable condition would have failed in the way this one did simply because a normal amount of belongings were placed in the loft. Overall I'm persuaded that the roof must already have been affected by the other issues identified by the surveyor. That means I think it reasonable for L&G to reject the claim.

my final decision

I realise this will be disappointing for Mr F and Ms P but I’m not going to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr F and Ms P to accept or reject my decision before 15 February 2016.

Sue Peters
ombudsman