

complaint

Mr and Mrs H have complained about the decision of UK Insurance Limited (“UKI”) to decline their claim made under their home insurance policy for damage caused by water coming through their roof.

background

Mr and Mrs H contacted UKI after water entering through their roof had caused damage to their bedroom ceiling, wall and curtains. They have stated that high winds and rain were the cause of damage after tiles on their roof had been dislodged.

Having appointed a loss adjuster to visit the property, UKI concluded that storm conditions had not been prevalent when the damage occurred, and rejected the claim on the basis that the damage was not insured under the policy.

Mr and Mrs H were dissatisfied with UKI’s stance, and brought a complaint to this service. Having obtained weather reports for the area in which they live, they maintain that storm conditions existed when the damage to their home occurred. Mr and Mrs H have also provided a report from the contractor who replaced their roof tiles who has stated that in his opinion, the tiles were dislodged by inclement weather.

Our adjudicator did not uphold this complaint. His view was that the weather records did not indicate that storm conditions were present when the damage occurred, and his conclusion was that the damage was not caused by an event insured under the policy.

Mr and Mrs H disagreed with the adjudicator’s findings. They have stated that the loss adjuster appointed by UKI was at their property for less than ten minutes, and did not inspect their roof. Mr and Mrs H have also suggested that their contractor’s comment that the tiles had been dislodged by inclement weather could evidence that storm conditions were the cause of this damage. Their view remains that both the strength of winds and intensity of rain when the damage was sustained represented storm.

Mr and Mrs H have forwarded a video showing the rain coming into their bedroom, and they have stated that the reason they took out home insurance was to cover the sort of property damage they experienced.

my findings

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

Mr and Mrs H’s policy provides cover for damage caused by certain insured events. One of these is storm, and it is under this event that the claim made has been considered by UKI.

Mr and Mrs H have identified the date that they consider storm conditions occurred in the area where they live. Having considered the weather reports obtained for this date, I note that maximum wind speed gusts were recorded at 24mph. Mr and Mrs H have also highlighted the levels of rainfall that were experienced at this time, and one of the weather reports they have submitted shows 13.1mm of rain for the day in question.

Mr and Mrs H's contractor describes the damage to the roof tiles as being caused by inclement weather. On balance, from the weather records obtained, I do not consider that the winds speeds or levels of rainfall demonstrate that storm conditions were prevalent at the time of the claim. In the absence of an insured event causing damage to the property, my conclusion is that UKI did not act unreasonably when declining the claim.

Mr and Mrs H have suggested that the loss adjuster appointed by UKI did not carry out a sufficiently detailed inspection of their property. Whilst I note their concerns, on balance my view from the evidence submitted is that an adequate inspection of the property was carried out. I am sorry to learn about the damage that Mr and Mrs H's property sustained, and I appreciate that Mr and Mrs H believed such damage would be covered under their policy. However, in the absence of it being shown that an insured event caused this damage, I do not consider that UKI has acted unfairly in this matter.

my final decision

My final decision is that I do not uphold this complaint, and I make no award.

John Swain
ombudsman