

complaint

Mrs O complains St Andrew's Insurance Plc ("St Andrew's") unfairly declined to pay part of her buildings claim.

background

In November 2013 Mrs O made a claim for storm damage on her home insurance policy. She said her roof had been damaged in a storm. And rain water had got in and also damaged her dining room ceiling. The buildings cover on her policy was provided by St Andrew's. It asked a surveyor to inspect the damage. The surveyor didn't think the damage to Mrs O's roof had been caused by a storm. He thought the problem with the roof had been caused by gradual "wear and tear", combined with poor design and construction. So St Andrew's refused the claim because Mrs O's policy didn't cover this.

In March 2014 Mrs O contacted St Andrew's again. She said she was unhappy it had declined to pay her claim. And following a further review of the claim, St Andrew's agreed to pay for the internal damage to her ceiling under her policy's storm cover. But it continued to decline her claim for damage to the roof. This was because it still thought this damage hadn't been caused by a storm.

In August 2014 Mrs O contacted St Andrew's because she now felt some of her windows had also been damaged by the incident she'd first reported in November 2013. She provided estimates for the repair of these and for the ceiling. St Andrew's appointed a loss adjuster to undertake a further inspection. The loss adjuster didn't think the windows had been damaged by storm. It thought the windows were "*...merely subject to normal wear and tear and in need of maintenance*". So St Andrew's declined the claim for the windows. But it said it was still willing to pay for the ceiling to be repaired. And it paid £600 to Mrs O for this. This was in line with one of the estimates Mrs O had provided, with £50 deducted for her policy excess. Mrs O doesn't think this payment is enough for repairing her ceiling. She thinks the estimate used was based on her agreeing to have both the windows and ceiling repaired by the contractor.

Our adjudicator didn't think the complaint should be upheld. She thought St Andrew's hadn't done anything wrong in only agreeing to pay for the repair of Mrs O's ceiling. She said that she wasn't persuaded that Mrs O was covered under her policy for the damage to her roof and windows she'd claimed for. She also thought the payment St Andrew's made for the ceiling was reasonable.

Mrs O didn't agree with the adjudicator, so the case has been passed to me.

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'm not upholding it.

I've read the reports on this claim produced by the surveyor and the loss adjuster. And in the absence of other expert evidence, I don't think the damage to Mrs O's roof and windows was caused by a storm. I think these have deteriorated over time, mainly due to "wear and tear" and inadequate maintenance. In the case of the roof, poor design and construction also seem to have played a part. And I'm satisfied this type of damage isn't covered by Mrs O's

policy. So I don't think St Andrew's has done anything wrong in declining these parts of her claim.

I've also thought about what Mrs O has said about the payment for repairing her ceiling being too low. St Andrew's used one of the estimates she'd submitted. On this, the price for repairing the ceiling was itemised separately. And there's no reference to this price only being available if the whole estimate is accepted. So I think it was reasonable for St Andrew's to offer a payment to her based on this estimate.

my final decision

It follows from the above that I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O to accept or reject my decision before 13 November 2015.

Simon Furse
ombudsman