

## **complaint**

Mr and Ms D are unhappy that Legal & General Insurance Limited (“L&G”) declined their buildings insurance claim for storm damage.

## **background**

Mr and Ms D reported storm damage to their roof after corrugated iron sheeting, which was covering and fixed to their flat roof, had lifted at the front. They believe this damage was caused by high winds, so they made a claim under their home insurance policy.

L&G sent out a surveyor to inspect the damage. He noted only the front part of the sheeting had lifted from the flat roof. He explained the drip edge on the felt at the front of the flat roof was rotten which was allowing water to get into the wood – making it soft and weak at the point where the attached sheets had lifted. He said the affected fixings could no longer withstand strong winds.

The surveyor said the fixings further along the roof had remained strong because they hadn't been affected by the decay – which is why the sheeting didn't lift completely. He also pointed towards the extra force that would have been applied to the rear fixings after the front part lifted and was blowing in the wind – yet the rear fixings remained in place. So, in his view, had there not been a long-term maintenance issue with the front part of the roof, the high winds wouldn't have caused the sheeting to lift, just as it didn't lift at the rear.

L&G therefore declined the claim on the basis the damage wasn't the result of an insurable event. However, it offered Mr and Ms D £50 for the delays in communicating the outcome. Unhappy with this response, Mr and Ms D brought a complaint to this service.

Our investigator reviewed the matter but she didn't think the complaint should be upheld. She said that, whilst there was evidence of strong winds on the reported date, the evidence from L&G's surveyor supports the view that the weather conditions simply highlighted an existing problem with the maintenance of the roof. So, she thought the main cause of the damage was wear and tear of the roof materials.

Mr and Ms D disagreed with our investigator. They said they didn't think they could have reasonably known about the maintenance issues on their roof. They also said the reason the sheets didn't completely come off was because part of the roof was in a protected position, so it wasn't exposed to the high winds. As Mr and Ms D disagreed with our investigator, the matter has been referred 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. Having done so, I agree with our investigator that the complaint shouldn't be upheld. I appreciate this is likely to be disappointing for Mr and Ms D – but I'll explain my reasons for reaching this decision.

When considering a storm complaint, this service generally takes into consideration the following questions:

- has it been proven on balance, there were storm conditions on or around the date the problem occurred?

- is the nature of the damage claimed for consistent with damage caused by storms?
- were the storm conditions the main cause of the problem?

If the answer to all these questions is 'yes' then the claim is likely to succeed. But, if the answer to any of the above questions is 'no' then the claim for storm damage is unlikely to be covered.

Mr and Ms D's policy doesn't define the term 'storm' which isn't unusual. At this service we take the view that a storm generally includes violent winds, usually accompanied by rain, hail or snow. I can see that L&G have reviewed the weather reports from the date mentioned which show that there were severe gale force gusts up to 50mph. Therefore, I'm satisfied there were storm conditions at the time of the damage.

L&G also hasn't said the lifting of corrugated iron sheeting on a flat roof is inconsistent with storm force winds, and in my view, it follows that this *type* of damage is consistent with high winds. However, I would still need to be persuaded the winds were the main cause of the damage that occurred – and that's not the case here.

Although I've considered Mr and Mrs D's observations about the area of the roof that was protected, overall, I'm more persuaded by the expert opinion of the surveyor who attended. This service generally places more weight on the opinion of experts, and I haven't seen or been told anything that leads me to doubt his conclusions. His explanation is logical in my view, for why only part of the sheeting lifted, despite the additional force being applied to the fixings that remained in place. I have also seen photos, showing the decay, which supports what he says.

Therefore, I'm persuaded that the storm was not the main cause of the damage, but rather it merely highlighted an existing wear and tear problem that had developed over time. So, for this reason I'm satisfied L&G fairly declined the claim.

I've noted Mr and Ms D's comments about inspecting their roof and why they think this is unreasonable. I do understand the point they are making about not being able to get on to the roof to inspect it. But I'm sorry to say that doesn't matter here. The policy terms specifically exclude damage that's occurred gradually; or as a result of general wear and tear, or maintenance issues.

Finally, from what I can see it took over a month from the date the roof was inspected for L&G to decline the claim. I'm aware that L&G has offered £50 to Mr and Ms D for the delay in communicating its answer about their claim and, in the circumstances, I think that offer is fair. So, I'm not asking L&G to increase this offer.

### **my final decision**

I'm sorry to disappoint Mr and Ms D, but for the reasons mentioned above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Ms D to accept or reject my decision before 19 March 2020

Jenny Giles

**Ombudsman**