

complaint

Mr C has complained about the decision of UK Insurance Limited (“UKI”) to decline his claim made under a home insurance policy for damage to his roof.

background

Mr C made a claim to UKI after he noticed that several slates had fallen from his property’s roof. He considered that this damage had been caused by strong winds.

UKI appointed a loss adjuster to inspect Mr C’s property. The loss adjuster did not consider that the damage had been caused by an event insured under the policy. In addition, it suggested that the damage was the result of general wear and tear to the roof.

In confirming that it was declining the claim, UKI stated that the weather records it had obtained did not demonstrate that storm conditions had been prevalent when the damage occurred, and it consequently did not consider that an insured event had caused the damage. UKI did however offer Mr C £50 compensation to reflect delays in its handling of the claim.

Dissatisfied with UKI’s decision, Mr C brought a complaint to this service.

Our adjudicator did not uphold this complaint. She obtained weather reports for the date when the damage was reported to have occurred that covered the area in which Mr C’s property is located. These showed maximum wind speeds of 39mph, and the adjudicator’s view was that it had not been shown that storm conditions were present when the damage occurred. In the absence of an insured event causing damage to the property, the adjudicator concluded that UKI’s decision to decline the claim was not unreasonable.

Mr C did not accept the adjudicator’s findings. He stated that based upon his understanding of the comments made to him by the loss adjuster, his claim had been declined due to the age of his property and its roof, rather than because wind speeds at the time the damage was sustained did not represent storm. Mr C does not consider that a sufficiently detailed inspection of his property was carried out by the loss adjuster, and he has stated that his roof was “*of sound structure*” prior to the claim.

Mr C has suggested that the insurance policy may have been mis-sold to him, questioning whether it provides cover for a property as old as his. He has also stated that the policy does not confirm that damage to his roof is not covered due to its age.

Mr C has highlighted the location of his property, stating that he considers this could cause a wind tunnel that increases wind speeds from those recorded at nearby weather stations. Mr C has also commented that the roof slates could have been loosened in previous instances of high winds, prior to them falling from the roof.

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 C’s policy provides cover for loss or damage caused by a number of insured events that are listed in the policy booklet. In circumstances where loss or damage is not caused by one

of the events covered under the policy, UKI is not liable for dealing with any claim made in respect of this.

Mr C reported that slates had fallen from his roof as a result of strong winds. He identified a date when he heard slates slipping from the roof, and UKI considered his claim under the insured event of storm.

Weather reports detailing wind speeds in the area where Mr C's property is located at the time that Mr C heard the slates being dislodged show maximum gusts up to 39mph. In my view, such wind speeds do not represent storm conditions.

Mr C has suggested that the positioning of his home may result in it experiencing higher wind speeds than those recorded at local weather stations due to 'wind tunnelling'. Although I consider it possible that geographical features in place at the location where a property is built might increase the intensity of wind speeds when compared to other sites nearby, no expert evidence has been submitted to demonstrate that such features exist in the area where Mr C's home is situated. Consequently, I consider it reasonable to use the weather data collected at the local weather station to determine whether storm conditions arose at the time the damage occurred.

Mr C has stated that the roof tiles may have been loosened in previous strong winds. However, in the circumstances of this case, it has not been shown that storm conditions were present when the slates were dislodged from the roof. On balance, I do not consider that it would be reasonable to require UKI to deal with the claim made in the absence of evidence to show that an insured event (storm) occurred when the slates fell from the roof.

Having inspected Mr C's property, UKI's appointed loss adjuster stated that the damage to the roof was not the result of an insured event covered by the policy. The loss adjuster also commented that in its opinion, the damage was the result of wear and tear. As a result of this comment, Mr C is concerned that his property, or at least its roof, may not be covered at all for loss or damage due to its age.

I should clarify that in my view the key issue when determining the outcome of this complaint relates to whether the damage to the roof was the result of an insured event. As explained above, under the terms of the policy, it is only when damage is caused by an insured event that UKI is liable to deal with it. If the damage has not been caused by an insured event, whether the damage is the result of an uninsured cause such as wear and tear or any other uninsured cause, it has no overall affect upon UKI's liability for it.

I have not considered whether the roof was suffering from wear and tear, because it has not been shown that an insured event occurred when the roof was damaged. Were Mr C to make a new claim for a separate incident of loss or damage, UKI would be obliged to consider it under the terms of the policy. On balance it does not seem to me that there is sufficient evidence to suggest that UKI would decline a new claim due to the age of Mr C's property, or that there are areas of the property that are not insured due to their age.

If Mr C makes a claim for a new incident of loss or damage and is unhappy with UKI's response, he is able to bring a new complaint to this service. On the basis of the evidence forwarded, my view is that it has not been shown that the policy was mis-sold to Mr C. On balance, the policy seems to adequately provide cover for Mr C's property.

Although Mr C has questioned the thoroughness of the inspection carried out by the loss adjuster, my view is that the overall investigation carried out by UKI was sufficient to determine that the roof damage was not covered under the policy terms. UKI offered £50 compensation for delays dealing with the claim, and I consider that this sum was appropriate in the circumstances of this case.

I am sorry to learn about the damage that occurred to Mr C's property. However, my conclusion is that UKI's decision to decline the claim because the damage was not caused by an insured event was not an unreasonable one.

my final decision

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

John Swain
ombudsman