

complaint

Mr O complains that Great Lakes Insurance SE has unfairly refused to pay a claim for damaged flooring made under his building insurance policy.

background

In late 2018 Mr O submitted a claim to Great Lakes for water damage to his hallway and lounge flooring. A loss adjuster was sent out to inspect the damage. Mr O told the adjuster he believed the damage was caused by water coming in through some cracked roof tiles which he'd noticed a few months earlier when he had seen water running down the hallway wall. He pointed out to the loss adjuster some tiles on the roof which had been replaced. The loss adjuster was unable to see any evidence of water damage on the walls.

Following this visit Great Lakes declined to cover the claim. It said as Mr O had already completed the repairs to the roof, there was insufficient evidence to show that water had entered through the roof of the property. So it couldn't confirm the cause of the damage to the floor was as a result of something covered by the policy.

Mr O then told Great Lakes the damage to the roof occurred when an aerial fell during windy weather in the previous winter and this damaged the tiles. He said the damage to the tiles allowed water to enter the building which travelled into the hallway, causing the damage. And even though he had repaired the damage to the tiles, he said it was clear from looking at the roof which tiles had been replaced and he still had the aerial which could be inspected. Great Lakes referred to the policy terms that say claims must be reported within 30 days and that full repairs must not be completed. It said that, as Mr O had already completed the repairs, it was unable to properly investigate the true cause of the damage.

Unhappy with Great Lakes' response, Mr O brought his complaint to this service. Our investigator said the policy terms say he should have reported the claim within 30 days of the aerial falling – Mr O reported the flooring damage outside of this time period. He also said the accidental damage section of the policy only provided cover for sudden damage and, as this damage was gradual then this wouldn't be covered.

Mr O disputes the investigator's view. He said the insured event was the aerial falling and this is covered by the policy. He said he couldn't report the damage within 30 days of the aerial falling as the damage didn't become apparent until much later. He asked for the matter to be passed to an ombudsman.

I issued my provisional decision on 8 November 2019. I explained that I was thinking of coming to the same outcome as the investigator but for different reasons. In my provisional decision I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. And having done so, I don't currently intend to uphold this complaint. I appreciate that this may come as a disappointment to Mr O and I'll explain my reasons for reaching this outcome.

Like most policies on the market, Mr O's policy provides cover for damage caused to his property by a range of insured events. For any claim to be successful, it's a requirement in the first instance for Mr O to show that an insured event has occurred and that it's caused

damage to his property. If he can show that, Great Lakes is required to settle the claim unless the claim isn't covered by a policy exclusion or condition.

Mr O has said the damage to his flooring was caused by an aerial falling in high winds and hitting the roof, damaging tiles which allowed water in. I don't doubt Mr O when he says that there was an aerial previously on the roof - he has provided a photo taken quite some years before the damage and this does show aerials attached to both chimneys. One of the aerials is no longer on the roof in the photos taken by the loss adjuster when he visited the property.

When looking at the policy terms and conditions I can see there is cover for loss or damage directly caused by television aerials breaking or collapsing. For Mr O to make a claim on the policy he would need to show that the falling aerial has directly caused the damage to his flooring. Unfortunately, Mr O repaired the damage to the roof before the loss adjuster visited his home. This means there is no longer any evidence to show a direct link between the falling aerial and the damage which he wishes to claim for. Great Lakes has also said Mr O redecorated before their inspection, which is something that he disputes. I've thought about this point carefully but, if the water was coming in through the roof, I don't think it would be unreasonable to expect to see some evidence of the water staining the walls.

I've also noted that the loss adjuster commented in his report that the replaced roof tiles are not over the affected area of the building. In response, Mr O said the water must have travelled along a beam before coming down into the hallway and onto the floor. While I accept it is possible for this to happen, Mr O hasn't been able to show Great Lakes this is what happened in his case as he has already completed the repairs.

In the circumstances I don't think Mr O has done enough to show that an insured event occurred which caused the damage he wishes to claim for. I'm also aware that it is a condition of Mr O's policy that full repairs shouldn't be completed without the insurer's consent – so I'm not persuaded Great Lakes has acted unfairly by refusing to consider his claim.

I've looked at the remaining policy terms and conditions to see if there is any other section under which Mr O could make a claim. The policy does provide cover for accidental damage which would cover events that happen unintentionally in the home which aren't covered by any other section. For a claim to succeed under this section it must be a sudden event which causes the damage. If the floor was damaged by water coming through a cracked roof tile, this is more likely to have happened gradually over a period of time – with water coming in each time it rained. So I don't think it's likely that a sudden event caused the damage. I'm therefore not satisfied there is enough to show that Mr O has a valid claim under this section of the policy either.

Great Lakes didn't provide any further comments following my provisional decision. But Mr O did reply to say he didn't agree with my findings. He says that he bought his insurance in good faith and that he feels that there has been neglect in the duty of care for him as a customer. He states he is not experienced in these matters and no one has been able to tell him why his wall was damp. He has told us that he asked for the loss adjuster to come to his home and check the roof but this didn't happen. Mr O has also provided photographs of the internal roof rafters and linings.

my findings

I've reconsidered all the available evidence and arguments – including the additional comments made - to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm afraid that Mr O's comments don't persuade me to change the outcome I reached in my provisional decision.

Firstly, Mr O has made comment about his broker and its representative, who aren't employed by Great Lakes. As this complaint relates purely to Great Lakes and its agents, I can't consider the actions of anyone else here.

Mr O says no one can tell him why his wall was damp. But it isn't for Great Lakes to find the cause for the water ingress. It is for Mr O to show that an insured event has occurred, and this has caused damage to his property. If the water came into the property through the roof, as Mr O maintains, then he would need to show a direct link between the damage to the flooring and the aerial falling from his roof. But the roof repairs had already taken place - and there wasn't any other evidence to show this was the cause.

Mr O has sent in photos of his roof space. As new information, I have shared these pictures with Great Lakes. It has responded to say these don't alter its view on the complaint. Great Lakes has said it's not clear from the photos that there are any water marks on the rafters. And even if there are marks, it says the pictures don't confirm these relate to the incident that was claimed and could be a more recent problem. Mr O hasn't confirmed when the photos were taken but as he has only sent these now it would suggest they are recent.

I've thought about this carefully. And whilst I thank Mr O for providing the photos, I'm not persuaded these show a direct link between the event that Mr O says occurred and the water damage to the floor. This service generally places more weight on the opinion of experts, and I haven't seen anything in these photos which lead me to doubt the adjuster's conclusions. So, I don't agree that Great Lakes must do anything further.

my final decision

I'm sorry to disappoint Mr O 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 O to accept or reject my decision before 20 March 2020.

Jenny Giles
Ombudsman