

complaint

Miss S complains that Legal and General Insurance Limited (L&G) has unreasonably declined a claim for storm damage to her chimney stack.

background

In October 2014 Miss S made a claim under the buildings cover in her household insurance. Miss S said that strong winds had caused damage to her chimney stack. L&G accepted that there had been unusually high winds at that time and it appointed a surveyor to assess the damage.

The surveyor said that recent weather may have highlighted the problem but was not the main cause of the damage. The surveyor said that the damage was due to the poor condition of the chimney stack caused by freeze/thaw and general deterioration. L&G declined the claim because this type of damage was not covered by the policy.

Miss S asked L&G to reconsider her claim. Miss S said that she had had repairs to the chimney stack within the last few years and it was in good condition. There is no report on the condition of the chimney stack before the damage occurred.

L&G said that it wouldn't reconsider the claim unless Miss S provided it with evidence that the storm was the main cause of the damage. Miss S said that she couldn't afford to pay for her own qualified surveyor and wasn't prepared to do that.

Our adjudicator didn't think that Miss S's complaint should be upheld. She didn't think that the damage was caused by a one-off storm event and he didn't think that L&G had acted unreasonably.

Miss S didn't agree with the adjudicator's opinion, she still thought that the damage was caused by the high winds.

my findings

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

For a claim to be successful it must fall under one of the 'perils' covered by the policy. In this case Miss S says her claim should be paid under the cover for storm damage.

When deciding if this claim is covered under storm damage I must consider:

- Is there enough evidence that there was a storm around the time of the damage?
- Is the damage consistent with storm damage?
- Was the storm the main cause of the damage which occurred?

Weather reports from the time of the claim show that there were gale force winds which would be considered a storm and L&G has accepted that this is the case.

The main damage to the chimney stack was the loss of the rendering around the stack which fell off. I recognise that the high winds will have had an impact on the chimney stack. And this type of damage could be considered consistent with storm damage.

But the evidence provided by the surveyor suggests that this wasn't the main cause of the damage. Miss S acknowledges that she has had problems with maintenance of the chimney stack in the past. I think that the surveyor's report is credible and I don't have strong enough evidence that the storm was the main cause of the damage.

I recognise that the high winds will have contributed to the problem. But I think that the main cause of the damage to the chimney stack was its poor condition caused by general deterioration.

Miss S's policy says that any '*loss or damage arising from gradually operating causes including deterioration, wear and tear, corrosion, rot or similar cause*' isn't covered. I don't think that the damage was covered by the policy and I don't think that L&G has acted unreasonably in declining Miss S's claim.

my final decision

For the reasons set out above I don't uphold Miss S's complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Miss S to accept or reject my decision before 9 November 2015.

John Thornton
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