

## **complaint**

Mrs S complains that UK Insurance Limited (UKI) declined her claim.

## **background**

Mrs S had home insurance with UKI. In 2006 she made a claim for storm damage (she also made other claims under the policy which are not the subject of this complaint). Having conducted investigations into the circumstances of the claim, UKI cancelled Mrs S's policy because of issues related to the use of the property. Mrs S complained to this service and our ombudsman directed UKI to reinstate the policy and consider the claim *'within the normal policy terms and conditions'*.

UKI re-opened the claim and appointed loss adjusters to inspect the damage but the repairs had already been completed. The loss adjuster said Mrs S *'had tiles replaced to two areas of the roof, felt to the garage roof and the asbestos roof to the utility room has been felted over'*. UKI declined the claim. It said that the damage was a result of wear and tear and had happened over a period of time.

Mrs S has complained to this service. She felt that UKI had ignored the ombudsman's decision. Our adjudicator has not recommended that the claim should be upheld. He accepted that there were storm conditions at the relevant time but he did not accept that the storm had been the main cause of the damage to Mrs S's roof. He noted that Mrs S had not provided any evidence to support her claim. Mrs S said that she had already sent these items but they were never received.

Mrs S has asked for her complaint to be reviewed by an ombudsman. She disputes that the roof was suffering from wear and tear and questions the reports relied upon by our adjudicator. Mrs S has said that wear and tear was impossible because the house was occupied by a single person.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

### *our ombudsman's decision*

Dealing with Mrs S's complaint regarding the cancellation of the policy, our ombudsman directed the policy to be reinstated and for the claim to be considered within *'the normal policy terms and conditions'*. I am satisfied that UKI has complied with our ombudsman's decision. It did reinstate the policy and it did consider the claim. The fact that it declined the claim does not mean that it did not comply with its obligations under the decision – our ombudsman did not say that the claim had to be settled, merely that it had to be considered.

*the claim*

Our approach to storm complaints is as follows:

- *was there a storm?*
- *is the damage typical of that caused by a storm?*
- *was the storm the dominant and effective cause of the damage?*

The weather data shows that there was a storm at the relevant time and UKI does not dispute this. I therefore find that there was a storm around the time of the claim. The next issue for me to consider is whether the damage to the roof was typical of that caused by a storm.

By the time UKI's loss adjuster attended to inspect the damage, the roof had been repaired. The delay between the original claim and the loss adjuster's visit in May 2011 was a result of UKI's decision to cancel the policy and the subsequent complaint to this service. That particular complaint was resolved in Mrs S's favour and so I won't hold her responsible for the delay. Further, it would be unreasonable to expect Mrs S not to have had her roof fixed while awaiting the outcome of her complaint. Therefore, I do not find that Mrs S is responsible for the fact that the loss adjuster was unable to inspect the damage when he attended the property in May 2011.

I must make my assessment of the nature of the damage based on the available evidence. Mrs S has argued that wear and tear is impossible because the house was occupied by a single person, but the number of people living in a house will not affect the condition of the roof. Mrs S has produced two invoices which refer to damage caused by storm. I have also seen reference to a telephone conversation that the first loss adjuster had with the builder who produced those invoices. During that conversation, the builder confirmed that he had replaced a number of tiles *'that had been disrupted during high winds'*. I have carefully considered this evidence, but I note that the documents are only invoices and the builder had not inspected the damage with the intention of producing a report concerning the cause of the damage. Further, UKI does not dispute that the damage to the roof became apparent during a storm – it declined the claim because the damage was pre-existing. In my view, none of the evidence originating from the builder contradicts this.

Mrs S believes that the first loss adjuster confirmed storm damage. In fact, the first loss adjuster did not inspect the damage. The document Mrs S has referred to has the loss adjuster's business card stapled to it. It describes the claim as 'storm damage' but this is not confirmation that the damage was caused by storm, it is a description of the claim. Further, the £8,500 referred to by the first loss adjuster was a reserve (ie money set aside by the insurer for the eventual payment of the claim) and not an estimate produced following a formal inspection of the damage.

Before UKI cancelled the policy, the damage was inspected by one of its contractors. The contractor stated *"the policy holder has pointed out the cause of the damage which appears to be a faulty roof, the complete house appears to be in a poor condition and is in desperate need of repair...the policyholder pointed out rotten timbers to the fascia and soffit and render that has fallen off the wall, all due to a lack of maintenance and wear and tear"*. The contractor is clear in his assessment that the roof was suffering from wear and tear. He suggests that the roof was in poor condition and makes no mention of any damage typical of that caused by storm.

By the time the loss adjuster attended to inspect the damage in 2011, the repairs had been done and so he was unable to inspect the damage. He does however note that repairs had been conducted (and were therefore presumably required) to multiple areas of the roof. In my view, this supports the fact that the roof was in poor condition, rather than it having been damaged by storm.

Based on what I have seen, I am not satisfied that any of the damage to Mrs S's roof was typical of that caused by storm. The evidence suggests that the roof was in poor condition, and that any damage was a result of wear and tear and not the storm. Therefore, I find that it was fair and reasonable for UKI to have declined the claim.

*internal damage*

UKI has previously said that it would consider the claim for internal damage upon evidence of work done and purchases made. I find that this is fair and reasonable.

**my final decision**

For the reasons outlined above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 30 October 2015.

Carolyn Bonnell  
**ombudsman**