

complaint

Mr L is unhappy that UK Insurance Limited won't pay his claim under his home insurance for damage to his roof and internal damage following storms.

background

Mr L made two claims on his home insurance, in February and December 2015. As a result of the first claim UKI paid for replacement of some roof slates but said that the internal damage wasn't covered as it wasn't the result of a storm. It said that the damage in the second claim, both internal and external wasn't covered due to wear and tear and defective cavity wall insulation.

On referral to this service, our adjudicator didn't uphold the complaint. He thought that UKI's approach was reasonable.

The matter has been referred to me for a 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.

As our adjudicator has explained to Mr L, when we consider cases involving storm we look at three questions:

- 1 Was there a storm at the time of the alleged damage?
- 2 Is the damage consistent with storm damage?
- 3 Was the storm the main cause of the damage?

It's only if all three questions can be answered "yes" that we can say the insurer is liable to pay the claim.

1 Was there a storm at the time of the alleged damage?

I have to look at the answers to the questions in relation to both claims. For there to be coverage under the "storm" peril in the policy, it has to be shown for each claim that there was a single identifiable storm event. I accept that, for both claims, there was a storm. On dates both in late January and early December, there were strong gale force winds and heavy rain which show that there was a storm on those dates.

2 Is the damage consistent with storm damage?

On both occasions the damage appears to have been to the roof slates. For the first claim UKI repaid Mr L for the slates he had had replaced. It didn't pay for the second claim. On the face of it missing and broken slates *could* be consistent with storm damage, as could the internal damage to the walls caused by water coming in. So I'll go on to consider the third question.

3 *Was the storm the main cause of the damage?*

Firstly, the external damage on both occasions concerned missing, slipped and broken slates. Yet for the first claim UKI paid, but for the second claim didn't pay and said it was wear and tear. I think the difference is that for the first claim just a few of the slates were replaced. When the slates were looked at again for the second claim, the loss adjuster said that the roof had slipped, missing and cracked slates on all sides. The property was in an exposed position and vulnerable to weather damage over a period of time. But it couldn't say that the storm damaged any of the slates.

Looking at the photos and the reports, the slates do look to be in a poor condition. Damage was to all sides and there was evidence of cracked mortar and moss growth. I think it's fair to say that the damage was due to wear and tear and had happened over a period of time. So it was not due to storm. and wasn't covered under the policy.

But even if the outside damage wasn't caused by a storm, internal damage could still be. There is evidence of a considerable damp problem in the home. But this was evident after the February claim. The report of the loss adjuster said that the water didn't appear to be coming in through the slates. This was highlighted in the second report. So this damage has been continuing for some time and wasn't I think caused by a single storm.

It was thought that the cavity wall insulation might have been installed incorrectly. But I have no power to look at the actions of the company that installed that.

Also the damage isn't covered under any other part of the policy. In particular, Mr L has no accidental damage cover under his policy.

Overall I don't think that the damage in either claim, internal or external, was caused by a storm, except for the part paid for by UKI in the first claim

my final decision

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 April 2016.

Ray Lawley
ombudsman