

## **The complaint**

Mr and Mrs H are unhappy that UK Insurance Limited (UKI) declined their storm damage claim.

They jointly held buildings insurance underwritten by UKI. For ease of reading, I'll refer mainly to Mr H throughout my decision.

## **What happened**

The circumstances are well known to both parties, so I'll provide a summary of events and move on to explain the reasons for my decision.

Mr H told UKI that there was water leaking through the roof into his home. He arranged to have the gutters cleared, assuming that was the problem. UKI agreed to keep the information on file without raising a claim in line with Mr H's wishes.

Clearing the gutters didn't stop the problem, and it became apparent that a coping stone was displaced. Mr H claimed under his policy and employed a roofer to complete the repair. UKI said he'd need to provide a cause of damage report, which he did. The roofer stated the damage was due to historical storm conditions and provided photos.

UKI sent a surveyor to look at the roof and the photos. He reported that the damage was more likely due to wear and tear/gradually operating causes. So UKI declined the claim.

Mr H complained to UKI. He said he'd kept it informed of his actions and UKI had said he'd receive a one-off payment for the roof damage.

UKI looked into Mr H's complaint, but it didn't change its decision about the claim. So, Mr H brought his complaint to us.

Our investigator didn't think UKI had done anything wrong. He explained that because the damage was historical, UKI had fairly declined the claim in line with the policy terms and conditions.

Mr H didn't agree, and he asked for an ombudsman to decide.

## **What I've decided – and why**

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

Having done so, I've decided not to uphold Mr H's complaint. I realise this will come as a disappointment to him, but I'll explain my reasons.

Both Mr H and UKI are aware of the three questions we ordinarily ask when looking at complaints about storm damage claims. I'm going to focus on the first question, and then consider whether UKI acted in line with the policy terms and conditions.

### **Was there a storm?**

This is where the overriding problem lies. Mr H was aware of the water damage in his home for around two years; he'd told UKI about it during the year before his claim, and then raised his claim when his roofer told him it was storm damage. But, when UKI asked about the storm, Mr H confirmed that he didn't know when the damage happened.

Having listened to the call recordings provided by UKI, and those between Mr H and this service, Mr H never claimed to know which storm caused the damage. He named a few that had happened during the period in question, and pointed out that his roofer described it as historical storm damage.

So, while there were storms during the years before Mr H claimed, there's nothing in the evidence to pinpoint which one caused the damage.

Mr H's policy provides cover for storm damage. A storm is not defined in the policy but that doesn't factor in this dispute. The issue is that the policy provides cover for damage caused by a one-off event, and neither UKI nor Mr H have any evidence that the damage was caused during a specific storm. UKI declined Mr H's claim because the policy, "specifically excludes gradual damage, wear and tear and maintenance issues". Given the time that had passed from when Mr H noticed the damage to when he made his claim, I'm satisfied that UKI fairly relied on the gradual damage and maintenance exclusion to decline his claim.

So, in response to the first question, it's my view that Mr H hasn't shown that a one-off insured event damaged his roof. Therefore, it was reasonable for UKI to decline his claim for the reasons it gave.

### **Claim handling**

I've considered the points Mr H made about the overall service. He said UKI told him it would make a one-off payment for the roof repairs. However, having listened to the claims calls, I haven't identified any instance where UKI confirmed it would accept the claim. So, even if its approach would be to cash settle once repairs were completed, that doesn't mean it agreed to accept the claim. UKI told Mr H on more than one occasion that it would need a cause of damage report before it would consider the claim. So, I don't find that UKI gave Mr H incorrect information or said anything which might lead him to think it would definitely accept his claim.

Mr H was unhappy with the conduct of the agent who visited his home on behalf of UKI. He said they didn't go up to the roof to inspect it, and reported directly to him that 'it is storm damage, but it isn't', and wouldn't be covered.

I can understand that Mr H would be frustrated by this comment. It's possible that the agent

simply meant the roof was storm-damaged, but not covered by the policy because there wasn't a single identifiable storm. Regardless of what the agent meant, I accept it would've caused confusion and upset. However, I note that UKI apologised for this and, as it didn't cause Mr H any financial detriment, I see no reason to ask UKI to do any more.

I'm sorry that Mr H suffered this damage, and it may well have been caused by multiple storms over the years. However, I'm satisfied that UKI declined Mr H's claim fairly, in line with the policy, because there was no single identifiable storm which caused the damage.

### **My final decision**

For the reasons I've given, my final decision is that I don't uphold Mr and Mrs H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 7 December 2023.

Debra Vaughan  
**Ombudsman**