

## **The complaint**

Mr A has complained that U K Insurance Limited (UKI) unfairly declined a claim for storm damage to a roof.

## **What happened**

Mr A contacted UKI to make a claim for storm damage to his roof, as well as internal damage. UKI declined the claim for the roof because it said it wasn't the result of a storm, but it dealt with the internal damage as accidental damage.

When Mr A complained, UKI maintained its decision to decline the claim for the roof. It said there wasn't evidence to show storm conditions and there was also evidence of gradual deterioration to the roof.

So, Mr A complained to this service. Our investigator didn't uphold the complaint. She said it was reasonable for UKI to say there weren't storm conditions around that time and for it to conclude that the roof was poorly maintained.

As Mr A didn't agree, the complaint was referred to me.

## **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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at the weather conditions around the time the damage was found. Looking at the wind speed, I didn't see any windspeeds around the time of the incident significant enough to be considered storm strength. I also didn't see significant levels of rainfall. Mr A has said there was a snow storm. I have looked at the weather conditions and these showed the most significant snowfall, local to the property, was about forty miles away. More local weather stations showed lower amounts of snow. I've also read the weather reports Mr A provided, but these also didn't show there were significant amounts of snow local to the property. So, thinking about this, I think the answer to the first question is no.

I'm aware Mr A said the policy didn't include a definition and UKI instead relied on the Beaufort scale. Not all policies include a storm definition and I think it's reasonable to use the Beaufort scale to consider whether it was a storm. So, this doesn't change my view.

Although the damage could be consistent with storm strength winds, there wasn't evidence of storm strength winds around that time. Even if some of the damage was weather-related, the policy didn't provide cover for bad weather, it needed to be caused by storm conditions. UKI also considered the other evidence provided by Mr A, which included photos, and it checked online images. I consider this was a reasonable way to assess the roof. Based on the evidence it considered, I think it was reasonable for UKI to decline the claim for the roof, as this showed a range of pre-existing issues with the roof that it considered were the main cause of the damage.

Mr A was also concerned that UKI had falsified information as part of making its decision. In particular, what UKI said Mr A's contractor had said about the damage during a phone call. So, I've considered this. I listened to the phone call. I don't think it was the most open conversation, in that the call handler explained her position and asked the contractor to confirm it. In my view, it was an unusual way to ask a contractor to provide information about their assessment of the damage. But, I don't think this showed the call handler falsified information.

I should note that I haven't relied on the information in the phone call to make my decision. This is because, regardless of that phone call, I didn't see evidence of storm conditions local to the property. UKI also considered the other evidence provided by Mr A and checked online images. So, from what I've seen it considered a range of information to form its view on the roof. Having assessed these, UKI didn't think the main cause of the damage was a storm, as it found other issues with the roof. I think that was reasonable in the circumstances.

As a result, I don't uphold this complaint or require UKI to do anything further.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 26 September 2023.

Louise O'Sullivan  
**Ombudsman**