

The complaint

Mr B and Mrs B complain about how UK Insurance Limited (UKI) dealt with a claim under their home insurance policy for damage to their property caused by bad weather.

UKI use agents to administer the policy and to assess claims. Reference to UKI includes these agents.

What happened

In April 2023, bad weather caused damage to Mr B and Mrs B's property, destroying the front porch area. They boarded up the front door and contacted UKI to tell them about the damage and lodge a claim. UKI arranged for a surveyor (B) to visit the property and assess the damage.

In their report, B noted the porch shared a roof across to their adjoining neighbour, who had left their porch area open. Mr B and Mrs B's porch area had been enclosed to form the porch. The debris from the porch had been removed prior to the visit, but B assessed the damage by reference to the neighbour's construction. B noted four rotten posts along the bottom edge of the porch, which they thought led to wind getting under the porch roof and lifting it off. The half-brickwork and UPVC framed glazing had been demolished and also removed as it was part of an unstable structure following the incident. Based on their findings, B concluded the damage was caused by the natural breakdown of materials, which wasn't covered under the policy.

Unhappy at the decline of their claim, Mr B and Mrs B complained to UKI. As well as UKI declining their claim, they were unhappy at not receiving a call back from UKI they'd requested shortly after notifying them about the damage.

UKI didn't uphold the complaint. In their final response, they maintained the decision to decline the claim on the grounds the damage was due to natural breakdown of materials. They referred to B's report findings the posts at the bottom of the porch had rotted, with the wind getting under the porch roof lifting it off. While agreeing there were storm conditions at the time of the incident which contributed to the damage, UKI didn't think the storm was the sole cause of the damage. UKI also referred to the policy terms and conditions that excluded cover for wear and tear and damage caused by rot or that happened gradually.

Mr B and Mrs B were unhappy at UKI's final response and that UKI hadn't addressed the part of their complaint about not receiving a call back. UKI issued a second final response in which they apologised for not calling back and awarded £25 compensation. However, they maintained their decision to decline Mr B and Mrs B's claim, for the same reasons as their first final response.

Mr B and Mrs B then complained to this service. They were unhappy at UKI declining their claim, saying the storm caused the damage to their porch. As longstanding policyholders, they thought UKI should at least contribute towards the cost of repairs. They were also unhappy at not receiving the call back UKI had promised to discuss the outcome of their

complaint and didn't think the compensation offered by UKI was sufficient for the poor service they'd received.

Our investigator didn't uphold the complaint, concluding UKI had acted fairly in declining the claim. He agreed there were storm conditions at the time of the incident but agreed with the findings in B's report about the state of the porch prior to the incident. So, the storm wasn't the main cause of the damage. He noted B's findings that the main support beams to the porch had rotted away over time and the barge boards and decorative panels were in poor condition. So, the porch structure was weak and had it been in a good state of repair the damage would not have been likely to occur.

On the failure of UKI to call back and not replacing the damaged front door, the investigator concluded it wouldn't have been reasonable for UKI to replace the door until they'd accepted the claim. He couldn't see UKI had assessed the damage to the front door under the accidental damage section of the policy, so this would be something for Mr B and Mrs B to raise with UKI. He thought £25 compensation for poor service was fair and reasonable.

Mr B and Mrs B disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. They said they didn't accept B's conclusions about the cause of the damage (and wouldn't sign the declination form at the time of the inspection). While they accepted the porch needed attention, it didn't collapse on its own and the storm contributed to the collapse. The storm had caused other damage to two external doors and a window (from falling porch beams) and their policy included accidental damage. They also provided photographs of the porch roof beams, which they said showed they weren't rotten. The other beams to the floor weren't the cause of the damage. They'd also had quotes for work to be carried out on the porch prior to the storm, and they didn't think at that point the support beams were rotten enough to cause them any concerns. They felt strongly UKI should at least contribute to the cost of repairing the damage.

Mr B and Mrs B also disagreed about the £25 compensation awarded by UKI being fair, given the time, phone calls and stress involved.

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.

My role here is to decide whether UKI has acted fairly towards Mr B and Mrs B.

The main element of Mr B and Mrs B's complaint is that UKI unfairly declined her claim, on the grounds that the bad weather at the time of the incident wasn't the main cause of the damage. Rather, it was due to pre-existing issues with the condition of the porch, particularly the [vertical] support beams. UKI say they were rotten, which allowed the wind to lift the porch roof and cause damage. Mr B and Mrs B acknowledge the porch needed some work but say the roof beams weren't rotten and the storm contributed to the damage, so UKI should at least contribute to the cost of repairing the damage. Mr B and Mrs B are also unhappy at the £25 compensation offered by UKI for the service provided, in particular not calling them back when promised.

While these are the two main issues in the complaint, I've noted what Mr B and Mrs B have said about other damage in addition to the porch, mentioning two doors and a window damaged from the porch being damaged. They say this should be considered as accidental damage under the policy.

However, from what I've seen, this hasn't been considered by UKI and isn't covered in their final responses, which focus on the decline of the claim for damage to the porch and the

service provided. That being the case, it isn't something that falls within the scope of this decision, so I've not considered this issue further. I think it something Mr B and Mrs B should raise with UKI and, if they aren't happy with their response, they should consider raising a separate complaint, with UKI in the first instance.

Coming back to the main issues of the complaint, I've first considered UKI's decline of Mr B and Mrs B's claim for damage to their porch. As the damage occurred during bad weather, I've considered the issue as we would for cases involving storm damage. In doing so, there are three key issues we consider:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, in their final response UKI accept there were storm conditions at the time of the incident. Reports from the weather service used by this service indicate 'dry storm' conditions and a peak gust of 54mph two days before the date of the incident (at the nearest weather station, 12 miles from Mr B and Mrs B's property). UKI's case notes refer to the same weather data on the same date.

There are local variations in weather and data from weather services is derived from individual weather stations in specific locations. Together with UKI's acceptance there were storm conditions at the time of the incident, I've concluded the evidence available indicates storm conditions at the time of the incident.

Moving to the second question, the porch roof was lifted up during the incident, which B says was a result of the wind getting underneath the open part of the porch roof. This left the structure unstable, so Mr B and Mrs B took it down. Damage to roofs, including porch roofs, is damage we'd expect to see in storm conditions, particularly storms involving high winds. And given B's conclusion the wind lifted the porch roof, I've concluded the damage is consistent with that we'd expect to see in a storm.

The third question is therefore key, given declined the claim on the grounds the cause of the damage was natural breakdown of materials. In other words, their view is that the bad weather only highlighted existing issues with the porch's condition, in particular what they say were the rotten vertical posts supporting the porch. So, the bad weather wasn't the main or dominant cause of the damage (it was the pre-existing condition of the porch).

I've considered this issue carefully, including the points made by Mr B and Mrs B together with those from UKI and the report from B. I've also looked at the photographs of the damage provided by Mr B and Mrs B, including the damaged porch and other areas, as well as the photographs taken by B during their inspection.

Taking all these things into account, I've concluded UKI have acted fairly in declining Mr B and Mrs B's claim. I know this will be disappointing to Mr B and Mrs B, so I'll set out why I've come to this conclusion.

I've looked at B's report. The key findings and conclusions are as follows:

"...the party wall post is rotten and not attached and this has been [the] cause the open point of claim. All the posts along the bottom which were four are completely rotted at the bottom which [is] when the wind got under the roof it has lifted the roof right off and there is not a lot to hold the structure together. The half brickwork and upvc has been demolished and cannot be inspected as this has been removed and it

was part of the unstable structure. The barge boards to the fascia and the decorative panels to the gable end are in poor condition.”

The report notes the following claim settlement outcome:

“The claim has been declined in full.

When the surveyor inspected the porch he observed the damage was caused by Natural breakdown of materials”

Looking at the photographs, they show rotting posts, which is consistent with these findings. Mr B and Mrs B don't accept B's conclusions. However, I've noted they accept the porch needed attention and had quotes for work to be carried out on the porch prior to the storm. They don't think at that point the support beams were rotten enough to cause them any concerns.

However, while they may not have had concerns, as the evidence indicates the posts were rotten, I think it's reasonable to conclude this would have compromised the strength and integrity of the porch. Which would have made high winds more likely to then lift up the porch roof. Mr B and Mrs B have provided photographs of the porch roof beams, which they say show they weren't rotten. Looking at the photographs, I accept that looks to be the case. But this didn't prevent the roof lifting off, so I don't think it's relevant. It was the rotting vertical posts that weakened the structure, making it easier for the wind to lift the roof, not the roof beams immediately under the roof.

Mr B and Mrs B also say the porch didn't collapse on its own and the storm contributed to the collapse. I agree the storm contributed to the collapse, but the question here is whether it was the main or dominant cause of the damage. Given the condition of the support posts, I don't think that's the case. Had the support posts not been rotten, I think the roof would have been much more likely to have resisted the wind.

Taking all these points together, I've concluded the storm wasn't the main or dominant cause of the damage to the porch.

In their final response, UKI refer to the following policy wording, in the *Policy conditions* section, where there's the following exclusion under the heading *This policy doesn't cover*:

“x Just like most insurers we don't cover:

- *Wear and tear...*
- *Maintenance and routine decoration*
- *Damage caused by rot...*
- *Any damage caused gradually...”*

I've also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is consistent with that we'd expect to see in a storm, I think it's reasonable to conclude there was an insured event (storm) that caused damage.

But where an insurer relies on an exclusion in the policy to decline a claim (as UKI have done by citing the above exclusion – the breakdown of natural materials that happened gradually - then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think UKI have done so in the circumstances of this case.

So, I've concluded UKI acted fairly in declining Mr B and Mrs B's claim.

Moving to the second main issue, the service provided by UKI and their not calling Mr B and Mrs B back, looking at the case notes provided by UKI, it appears Mr B and Mrs B were told they'd get a call back shortly after they first notified UKI about the damage, in April 2023. This issue wasn't covered in UKI's first final response, which Mr B and Mrs B were unhappy about (as well as the response confirming the decision to decline the claim).

UKI considered this issue further, issuing their second final response upholding the complaint about not receiving a call back and awarding £25 compensation.

Having considered the circumstances of this case, including my conclusion UKI acted fairly in declining Mr B and Mrs B's claim, I think £25 compensation for UKI not having called back on one occasion is fair and reasonable. So, I won't be asking UKI to take any further action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mr B and Mrs B's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 30 November 2023.

Paul King
Ombudsman