

The complaint

Mr D complains that Gresham Insurance Company Limited ("Gresham") declined his claim for damage to his roof under his home insurance policy.

What happened

Mr D has buildings insurance with Gresham.

In February 2022 Mr D was going away and needed to get some items from his loft to load into his van. When he opened the front door a gust of wind went through the house and his loft hatch slammed open and shut. Mr D says the wind funnelled through the house into the loft and blew the tiles out from the inside.

Mr D went away and when he returned the items were left in the hallway until March 2022 when he went to put the items back in the loft. He said when he went up into the loft it was like daylight – there were window sized holes in the roof. So he patched the holes up as much as he could.

Mr D called his insurer who asked if he wanted someone to do an emergency repair to it. Mr D thought the roof was watertight so declined and asked that an assessor attend. Mr D says over the summer he was busy and it was difficult to arrange a suitable time for the assessor to attend.

Mr D spoke to a roofer who said the wind had lifted the tiles and broke the nails. And the storm made the damage worse.

In August 2022 the assessor attended. He went into the loft, took some pictures, and explained he would be in touch. The assessor explained the insurer was unlikely to replace the whole roof but were more likely to repair the damage.

Mr D says he didn't hear from the assessor for weeks. And when he chased it up he found the report hadn't been completed. Mr D says he finally heard from the insurer who declined the claim because Mr D's roof was old. He said Gresham told him it had looked at images of his house online, and there were images of the roof from 2021 that showed missing tiles. So Gresham said Mr D hadn't maintained his roof and it wasn't in a state of good repair.

Mr D says you can't see the roof of his house from the ground. He says he goes into his loft regularly and if there are no holes and leaks then he considers the roof to be in a good state of repair. Mr D also has someone come and clear the gutters regularly.

Mr D says the insurer has refused to complete the repairs internally or externally. Mr D says the storm caused the damage to the roof. So he complained to Gresham.

Gresham said given the structure of the roof, the layers between the tiles, and the inside of the roof space, the wind would be unable to maintain the strength required to lift secure tiles from their housing on the roof.

Mr B wasn't happy with the response from Gresham, and so he referred his complaint to this service. One of our investigators looked into things for him. She said storm conditions were present but there was no clear evidence the damage was caused by the storm. The investigator said given the damage to the roof she thought this pointed to the structural integrity of the roof at the time. She said since she didn't think storm damage was the dominant factor in the damage to the roof she wasn't upholding the complaint.

Mr D didn't agree. He said while the age of the roof and the lack of felt under the tiles may have contributed to the damage, without the storm it wouldn't have suffered the damage it did. Because Mr D didn't agree the claim has come to me 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.

I am sorry Mr D finds himself in this situation, I understand it must be very worrying for him. However having considered the evidence carefully I haven't upheld Mr D's complaint, and I'll explain why.

Mr D has raised a number of points regarding the amount he pays for his policy, a previous claim he made with his previous insurer, and some personal things he was dealing with at the time. While I'm sorry to hear about these unfortunately they have no bearing on my decision.

Not all damage a home sustains is covered by home insurance. In order for there to be a valid claim under a buildings insurance policy, the damage must have occurred as a result of an 'insured peril'. These 'perils', or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these perils, then there can be no valid claim from the start.

Gresham says the damage to Mr D's roof isn't covered by the policy. I have checked the policy and it says, *"you also need to ensure you maintain your property, for example your roof and guttering, as we won't cover damage that happens gradually over time."*

In the exclusions in the buildings section of the terms it says, *"Storm or flood, we will not cover loss or damage caused by frost, to fences, gates and hedges, or that happens gradually."*

Gresham says the damage to the roof wasn't caused by a storm. To consider a claim under the storm section of the policy you would expect to see wind speeds of 55mph or above.

Having reviewed the information provided I'm satisfied there was a storm in the location of Mr D's house in February 2022. But to uphold Mr D's complaint I'd need to be persuaded that this was the main cause of the damage to Mr D's roof. And having reviewed everything carefully, I don't think the storm was the main cause of the damage.

Gresham says the damage to the roof and Mr D's explanation of events wasn't consistent with storm damage. It's surveyor noted, *"Inspection of the loft/roof has identified a number of slates have moved/shifted causing rainwater to enter the roof space."* Gresham provided a report from the surveyor who inspected Mr D's property. The surveyor concluded it was *"difficult to verify if the recorded damage is related to the storms themselves. In light of the roof age we suspect not."* Mr D also asserts the roof was watertight following his repairs to the damage but the inspector noted evidence of water penetration affecting the first floor. He also found there was a lack of any external mitigation to prevent internal rainwater ingress.

The information in the report is detailed and I'm persuaded by what it says. I also haven't seen any firm evidence that the expert's report is incorrect. Mr D has provided this service with reports from roofers who he has had inspect his roof. On review of these reports I can see they concur with Mr D's view that the damage was caused by the storm. But I don't think that's in dispute here.

Mr D's evidence is that he maintained his roof by having the guttering cleared regularly. There was some damage to the roof previously and this was caused by a storm. He also says in the years he's lived there he's had no issues with the roof. But his own roofer said the tiles had lifted, another said there was no felting under the tiles which is why they were able to move so easily, and there was clear evidence of a number of repairs to the roof. Taking all of this into account it seems to me that the roof wasn't in good condition. Mr D says the roof may have continued to be fine for decades to come but for the storm. But on review of the evidence I think, on balance, it's more likely that the storm highlighted the disrepair of the roof.

So, while there may have been a storm which resulted in damage to the roof, and water getting into Mr D's property, this was only possible because there were defects to the roof already.

I know my decision will be disappointing to Mr D. But having considered everything I don't think Gresham acted unfairly or unreasonably in declining Mr D's claim.

My final decision

For the reasons I've explained I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 18 December 2023.

Kiran Clair
Ombudsman