

## **The complaint**

Mrs W and Mr W complain about U K Insurance Limited's handling of a claim under their home insurance and the fact that claim was declined.

## **What happened**

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mrs W and Mr W have home insurance underwritten by UKI to cover a property they use as one of their family's two homes. The policy covers buildings and contents, amongst other things.

They made a claim after discovering that water had entered the property through a first floor balcony. They said the damage had occurred due to a storm. And they wanted UKI to pay for repairs to the balcony and to rooms beneath it.

UKI said the local weather reports didn't indicate there had been a storm at the relevant time. But bearing in mind its coastal location, they sent a surveyor to inspect the property.

The surveyor thought the damage had been caused gradually, wasn't consistent with storm damage, and so wasn't covered. So, UKI declined the claim.

Mrs W and Mr W complained to UKI about that decision. They were also unhappy about confused communications from UKI and a failure to respond to emails sent mainly by Mr W.

UKI accepted that the service provided to Mrs W and Mr W had been poor, that communications had been unclear and that they could have advised Mrs W and Mr W about the claim outcome several days before they in fact did so.

They paid Mrs W and Mr W £200 in compensation for their trouble and upset. But they maintained that the decision to decline the claim had been correct.

Mrs W and Mr W weren't happy with that outcome and brought their complaint to us. Our investigator looked into it and didn't think UKI had done anything wrong.

He thought it was reasonable to decline the claim because the damage wasn't caused by a storm. And he thought the £200 paid in compensation was fair and reasonable in all the circumstances.

Mrs W and Mr W disagreed and asked for a final decision from an ombudsman.

## **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.

In common with all home insurance policies, Mrs W and Mr W's policy covers damage caused by certain defined insured events – often called insured perils. It doesn't cover wear and tear, or damage caused gradually or caused by lack of maintenance or caused by faulty workmanship or design.

The principle being that insurance policies will cover unfortunate, unforeseen or one-off events. They will usually not cover damage caused because things are built badly, not maintained or simply go past their useful life.

In this case, it's for Mrs W and Mr W to show they suffered some damage or loss (which they have) and also that it was caused by an insured event. They suggested the damage was caused by a storm. The weather records for the area don't back up that theory.

The claim was made on 26 March 2023. Weather records for the area show high winds for one day around two weeks before that, but they were accompanied by very little rain. Windspeeds and rainfall after that time were within usual norms.

It was reasonable nonetheless for UKI to ask a surveyor to attend the property to carry out an inspection, given that Mrs W and Mr W's property is on the coast and may be subject to very localised weather conditions at times. This was done within a few days of the claim being made.

The surveyor – an expert in these matters – identified that water was pooling in one corner of the balcony, above where the damage had occurred inside the house. They said the roofing felt in that corner was compromised and breaking down as a result. Of course, it's the felt that makes the balcony waterproof.

In other words, on the day the inspection was carried out – three days after the claim was made – when there was no storm or adverse conditions, the water was pooled on the balcony.

The surveyor said the drainage outlets on the balcony weren't taking the water away as they were designed to do. Photographs taken on the day provide evidence that this was indeed the case – and that the roof felt was compromised.

The surveyor also inspected the damage inside the property. They said the damage was reasonably long-standing and had occurred over time. The walls were stained. Black mould had grown on the walls and ceiling where they were damp. The skirting boards had de-bonded from the wall and sections of them were split. And the laminate flooring was heavily stained and de-laminating.

Again, this is backed up by photographic evidence. And in the expert opinion of the surveyor, this showed a long-standing and gradual leaking of water into the property, entirely commensurate with the drainage problems, water pooling and damage to the felt on the balcony.

Mrs W and Mr W have provided a quote from a builder to repair the damage to the balcony. It's notable that the quote includes adding an extra drainage outlet and relocating the downpipe on the balcony, as well as replacing the felt. That seems to suggest that the felt had been compromised and that this was due to the inadequacy of the drainage outlets, as previously installed.

Taking all of that evidence into account, I'm satisfied that the damage at Mrs W and Mr W's property was not due to a storm or other insured event. And that being the case, it's neither unreasonable nor unfair for UKI to decline the claim.

There were some issues in the way the claim was handled. The decision wasn't communicated as quickly as it might have been. Some emails from Mr W appear to have been ignored and/or deleted in error. Emails from UKI were at times contradictory. And Mr W was told at one point he'd given a false address, which was entirely without justification.

However, UKI accepted these failings and paid Mrs W and Mr W £200 in compensation. Given that the surveyor's inspection was carried out reasonably promptly and the claim decision – and reasons for it – were made known to Mrs W and Mr W within a few weeks of the claim being made, I'm satisfied that amount of compensation was entirely fair and reasonable.

### **My final decision**

For the reasons set out above, I don't uphold Mrs W and Mr W's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs W and Mr W to accept or reject my decision before 28 August 2023.

Neil Marshall  
**Ombudsman**