

The complaint

Mr D and Mrs D are unhappy with the decision by Gresham Insurance Company Limited following a claim for storm damage on their home insurance policy.

Mr D and Mrs D also have a representative (their son) dealing with their complaint on their behalf. For ease of reference I have referred to Mr D throughout this final decision.

What happened

Mr D held a home insurance policy with Gresham. The policy terms explained the policy would cover storm damage, but this would not include *'loss or damage that happens gradually'*. The general exclusions also explained the policy would not cover *'8. Events before the cover start date. Loss, damage, injury or liability which occurred before the cover under this policy started.'*

Mr D has explained that he visited his parents in August 2022, and noticed that *'there was significant defection to the roof and that it needed looking at urgently.'* Mr D has explained that *'This was something I had highlighted to [my father] earlier in the year following the major storms that we had suffered.'* Mr D contacted Gresham to register a claim for the damage caused to the roof, the internal bathroom, and two bedrooms.

Mr D arranged for an independent survey to be carried out by company A to inspect and provide a report on the cause of damage. Company A's report recorded:

- *'It is understood that some signs of movement were first noticed after a storm and heavy rainfall in February this year but has recently become much more noticeable.'*
- *'The trusses appear to be compatible with BS 5268... However, no diagonal bracing across the hangers, struts or rafters could be seen.'*
- *'It is believed that storm wind loading on the west gable and suction on the east gable has caused the damage.'*
- *'If the bracing had been provided in accordance with BS 5268- 3 then we consider that this structural failure would not have occurred. Truss suppliers are not normally responsible for installing the bracing, which is normally provided and fixed by the builder on site. In this case, it appears that the builder forgot to install the bracing, and the rest of the properties on the estate should be checked for similar oversight.'*

Gresham also instructed their own surveyor with company H. Company H's report said:

'We met the customers son who is representing his father at the property who advised us that in Feb 2022 they noticed that the TV aerial was slightly bent/ moved...'

'I have taken photo images inside the loft area and you can clearly see the twisting of the roof trusses as the internal blockwork has leaned across and started to push all the trusses, I cannot see any internal lateral restraint straps from the blockwork across the trusses...'

- *'Upon inspection of the main roof which is in a fair condition we found that the damage is not consistent with an insurable peril for storm.'*

Company H also reported that damage to the internal areas was *'not consistent with storm but is due to a failure of materials externally.'*

Gresham reviewed the reports, and informed Mr D that his claim was declined. Mr D was unhappy with this outcome, and escalated his complaint to this service. The investigator found that Gresham had acted fairly in declining Mr D's claim, as there wasn't enough evidence to say that storm conditions were the main cause of damage. Mr D disagreed with these findings. As the complaint couldn't be resolved it has been passed to me for decision.

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.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

1. Were there storm conditions on or around the date of claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of damage?

If the answer to any is no, it's likely the business has acted fairly.

1. Were there storm conditions on or around the date of claim?

The parties are in broad agreement that storm conditions were prevalent on around the suggested date the damage is said to have happened. This isn't the crux of dispute for either party. So I've gone on to consider the whether the damage is consistent with storm damage.

2. Is the damage consistent with storm damage?

The highest windspeed recorded for the month of February 2022 was 62 mph. It's not inconceivable that such high winds could cause severe structural damage (although I accept Gresham don't accept the evidence necessarily supports this). But the primary point of dispute, and Gresham's reasons for declining the claim, is whether the storm conditions were the main cause of damage. So I've focused my findings on this point.

3. Were the storm conditions the main cause of damage?

Gresham say *'...our interpretation of policy cover, is that it was never the intention of the insurer to provide cover for an inherent potentially defective roof truss design, that we feel we can demonstrate to have been in operation since 2019'.*

When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. That is what I find is most likely to have happened in view of the available evidence and wider circumstances.

I've considered the reports provided by the independent experts- both from Gresham and Mr D. I've also considered what Gresham have explained about their own investigation of the condition of Mr D's roof over a number of years, and particularly, before Mr D's policy was taken out. On balance, having considered the evidence, I don't think the evidence supports Mr D's' view that storm conditions are the main cause of the damage being claiming for.

Gresham have provided satellite images showing the east gable end of the property from November 2010, July 2019, and October 2022.

In the image taken from November 2010, the tiling appears relatively vertical. There are little signs of any gaps or misalignment between the tiles. The image from July 2019 shows a lean in the roof. This is demonstrated by gapping between some tiles, creating a curve along the side of the roof. This shows the roof with more of a 'A-line' design as the tiles curve out towards the bottom of the roof where it meets the guttering pipe. From review of this evidence, it would appear more likely than not that at the time of taking out insurance, Mr D's roof was already exhibiting damage. The damage may have had little or no impact on Mr D at the time. But it is evident that the roof wasn't aligned the way it should be, and there was damage present that wasn't there in the earlier November 2010 image.

Gresham have also provided an image from October 2022. This image shows the roof tiles all in alignment. There is no gapping, resulting in a more defined vertical line from the top end of the roof to the end where it meets the guttering pipe. It is clear that this image represents the state of the roof after repair works had been completed. This image is in stark contrast to the curved and misaligned tiles showing in the July 2019 image.

Gresham say the collection of images show evidence of the roof suffering from damage prior to the start of the policy in September 2021. And for this reason, in accordance with the policy terms, the claim would not be covered. Mr D's policy does not cover '*Loss, damage, injury or liability which occurred before the cover under this policy started.*' Based on the evidence, I can't say Gresham have acted unreasonably in declining Mr D's claim.

I've considered Mr D's strong representations about the condition of the roof, and the design and build being compatible with regulations at the time. But this doesn't change the terms that must be satisfied in order for Gresham to agree to cover Mr D's claim. The evidence I've seen is more consistent with there being damage which occurred before the cover started- and not caused primarily by storm conditions.

Mr D has made comments about the lack of important detail relating to the missing bracing in the report completed by Gresham's appointed surveyor. I haven't commented any further on this point because it makes no material difference to the outcome of Mr D's claim, for the reasons I've explained.

I appreciate that this will come as a great disappointment to Mr D. But insurance policies do not cover every eventuality, and this is one of those circumstances, where the damage isn't covered by the policy. I can't say that Gresham have acted unfairly or unreasonably in declining Mr D's claim. Because of this, I won't be asking Gresham to do anything in settlement of this complaint.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 8 December 2023.

Neeta Karelia
Ombudsman