

The complaint

Mr J and Mrs K complain that U K Insurance Limited (UKI) hasn't accepted a claim made under their home insurance policy for damage to their ridge tiles.

Where I've referred to UKI below, this also includes any actions or communication by any agents appointed to act on behalf of UKI.

What happened

In November 2022 the ridge tiles on Mr J and Mrs K's roof were displaced, which caused damage to the roof below. So, they contacted UKI to make a claim under their home insurance.

UKI said there weren't storm conditions at the time. They also carried out an inspection and said the ridge tiles were suffering from wear and tear. In the absence of storm conditions, UKI said wear and tear was the main cause of the damage and displacement of the ridge tiles and as this is excluded under the policy, they declined this part of Mr J and Mrs K's claim. They also said there was evidence of some tiles that had slipped separately too.

However, UKI said the damage that was caused to the roof by the falling ridge tiles could be considered under the accidental damage cover under Mr J and Mrs K's policy. UKI also recognised that Mr J and Mrs K were given incorrect information about what would happen when their agent visited and offered £100 compensation.

Mr J and Mrs K believe a storm caused the damage to the ridge tiles, and as they remained unhappy with UKI's position, they approached this service.

One of our investigators looked into things but she didn't uphold the complaint. Taking into account weather reports and records from the time, she said there was no evidence of storm conditions. And she said the information from UKI supported that gradual damage and wear and tear was the dominant cause of the ridge tiles displacement and damage.

Mr J and Mrs K provided additional information and their calculations of possible wind speeds at the time, but as this didn't change the investigators view of things, they 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.

Having done so, and whilst I appreciate it will come as a disappointment to Mr J and Mrs K, I'm not upholding their complaint.

I've considered the ridge tiles, and whether UKI has acted unfairly by declining this part of Mr J and Mrs K's claim for storm damage.

When we consider complaints about storm damage claims, we take into account the following questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

When we consider this question, we'll generally rely on available weather data and records, along with any other information available which demonstrates storm conditions occurred.

Having looked at the available weather data and records, I don't think this shows a storm occurred. The maximum windspeeds recorded by the nearest weather stations were 33-37mph winds, and I don't consider this to be storm conditions. And a well-maintained roof is unlikely to suffer damage during these windspeeds, unless there is already an existing problem, which is then highlighted by the weather conditions at the time.

So based on the weather data and records, I'm not persuaded a storm occurred at the time of the damage.

Mr J and Mrs K have sent in CCTV footage of the outside of their property. I agree that its visibly windy in this footage, but I also already recognise there was wind on the day as mentioned above. But the CCTV footage doesn't demonstrate that there are storm force winds, rather than similar lower wind speeds noted at the nearest weather stations – which aren't storm conditions.

Additionally, Mr J and Mrs K have also provided detailed calculations they've compiled, which they say demonstrates that wind forces of 78mph would be needed to move the ridge tiles, and cause damage in the way that it did. So, they say this shows that there were significant storm winds at the time.

Whilst I recognise Mr J and Mrs K's views on this, I'm not persuaded that in direct contrast with all available weather records and data showing a lack of storm conditions, these calculations alone are sufficient in demonstrating, on balance, a storm occurred.

Even if I was to accept this did show, on balance, a storm occurred (which I'm not persuaded has been), *all* the questions would need to be answered with a 'yes' for a claim to be accepted. And I don't think they can be, I'll explain why.

Is the damage consistent with storm type damage?

Ridge tiles could be dislodged in storm conditions, if they weren't suffering a pre-existing issue. But equally, they could also be dislodged in bad weather, which isn't a storm, if there was already an existing issue with them.

So, the damage *could be* storm type damage, but the next question is important here given I'm not persuaded that it's been shown there was a storm.

Was the storm the main or dominant cause of the damage?

Firstly, for the reasons outlined, I don't think it's been shown that there was a storm. So, if there wasn't a storm, I can't reasonably conclude a storm was the dominant or effective cause of the damage.

But UKI also reached conclusions on why they think the damage was caused, in the absence of storm conditions, when declining the claim for the ridge tiles. For completeness, I'll consider this too.

UKI's surveyor who inspected the property concluded the ridge line was in a poor condition and was suffering with deterioration of mortar. They say its due to this that then resulted in the displacement and damage being caused.

Mr J and Mrs K's policy has the following exclusion:

"This policy doesn't cover

Just like most insurers we don't cover:

- *wear and tear*
- *maintenance and routine decoration*
- *loss or damage as a result of the lack of maintenance and/or routine decoration*

....

- *any damage caused gradually"*

UKI has relied on this exclusion to decline the ridge tiles damage. Having considered the information provided, I don't think UKI reached an unreasonable conclusion. I say this because I think the images provided by both UKI and Mr J and Mrs K support that the roof appears to be suffering from historic wear and tear and deterioration.

Mr J and Mrs K also said when responding to the assessment issued by our investigator:

"It is clear from the photographs that some erosion of mortar has taken place between ridge tiles..."

So, it appears that Mr J and Mrs K also accept there is mortar deterioration. Albeit they say some tiles remained in place, so they think the mortar was adequate. But in the absence of storm conditions, based on all the information provided, I'm persuaded on balance that wear and tear and gradual deterioration was the dominant cause of damage to the ridge tiles.

Having taken everything into account, for the reasons outlined, I don't think UKI has acted unfairly by declining the claim for the ridge tiles. So, I'm not going to direct them to do anything further in relation to this part of the claim.

Other damage

UKI recognises that there was other damage caused to the roof when the ridge tiles were displaced. And whilst they declined the ridge tiles for the reasons outlined, they said they could consider the damage caused by the falling ridge tiles under the accidental damage cover on Mr J and Mrs K's policy. And I think that is reasonable in the circumstances.

I understand Mr J and Mrs K have said they don't know what is being accepted and what isn't. But it appears that the exact settlement wasn't agreed at the time as they disputed the ridge tile declination and approached this service instead.

Therefore, Mr J and Mrs K would need to contact UKI to discuss the settlement due for the damage UKI accepts is covered. And from my understanding, Mr J and Mrs K have since had repairs carried out, so UKI may need additional information to consider the appropriate settlement.

If Mr J and Mrs K are unhappy with whatever settlement is ultimately offered by UKI, they'd need to raise a separate complaint with UKI about this, before referring back to this service if they remained unhappy - in line with our normal complaint rules and timescales.

UKI also accept that Mr J and Mrs K were given incorrect information about what would happen during the damage inspection and offered £100 compensation for this. I think this is reasonable in all the circumstances, so I'm not going to direct them to increase this.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs K to accept or reject my decision before 29 September 2023.

Callum Milne
Ombudsman