



Case study: Insurance

BUILDING AND CONTENT INSURANCE CLAIM REJECTED AS AN UNINSURABLE EVENT

Themes: Building and contents insurance; storm damage; insurable event.

This complaint relates to a building and contents insurance claim that was rejected as the damage was not caused by an insurable event and was therefore not covered by the complainant's insurance policy terms and conditions.

In May 2021, Mr P noticed some damage to his flat roof and engaged a roofing contractor to fix the damage. In September 2021, Mr P noticed water running down the wall below the previous repair and he again contacted a roofing contractor who returned to complete additional repairs.

In October 2021, Mr P submitted an insurance claim to his building and contents insurance policy provider for the cost of the repairs. Mr P's insurance provider recorded the claim for the roof damage as a result of 'storm damage' which had occurred in September 2021. The roofing contractor then provided a letter to Mr P's insurance provider, stating the damage to the roof was due to 'inadequate insulation' and not storm damage. Mr P's insurance provider requested Mr P obtain another surveyor's report to establish if the damage was caused by an insurable event, in this case 'storm damage' which under the terms of the policy required winds with gusts of at least 55mph.

In March 2022, Mr P obtained the requested report which confirmed the damage must have been the result of some external damage, potentially a storm. Due to the conflicting reports, Mr P's insurance provider requested a third report, the result of which aligned to the original report's outcome, that the roof damage was not caused by a storm. Therefore, Mr P's insurance provider rejected his claim on the basis that the damage was due to wear and tear, defective workmanship or materials, all of which were policy exclusions. Mr P referred his complaint to CIFO.

CIFO investigated and noted that Mr P could not provide evidence that the damage to his roof had been caused by a storm. Mr P stated that he could not immediately see the damage to his roof as he was not accessing the roof daily, but felt the damage had to be caused by storms between January and March 2021. However, when Mr P initially submitted his insurance claim, he had not stated that the roof damage was due to a storm. CIFO also noted that in May when Mr P had noticed further damage to his roof, there had been no storms or violent strong winds. In addition, two of the three chartered surveyors employed to produce reports had not been able to determine that the damage to Mr P's roof was due to a storm.

Therefore, CIFO did not uphold the complaint and on the balance of probabilities concluded that Mr P would have most likely noticed the damage to the roof sooner had it been due to a storm and that it would be reasonable for Mr P's insurance provider to have declined his claim based on the

understanding and the chartered surveyor's reports that the damage was not caused by an insurable event.