

The complaint

Mr T complains that U K Insurance Limited trading as Churchill Insurance (“UKI”) unfairly declined his claims for storm damage.

What happened

In October 2023, Mr T made a claim under his building insurance policy with UKI, when he became aware of damage to his tenanted property.

A roofer attended and provided a quote to complete the required repairs, which amounted to £460. Mr T paid a further £300 for repairs following more damage and spent £510 on internal redecoration. UKI covered the claim of £510 for redecoration under the accidental damage section of the policy, but declined both the claims for roof damage. It said the roof was suffering from some age-related damage and that the weather conditions merely highlighted the maintenance issues.

Mr T didn’t agree. He said he had incurred losses as a result of the damage and believed he had done enough to prove the claims, which he thought should be paid in full. So he made a complaint. In its response to the complaint, UKI maintained its position in relation to the external damage and said that this wasn’t consistent with a one-off storm event. Because Mr T didn’t accept UKI’s response, he referred his complaint to this service.

Our Investigator considered the complaint, but didn’t think it should be upheld. He said there wasn’t sufficient evidence of storm conditions around the date the damage was said to have occurred, so he wasn’t persuaded that UKI had unfairly declined the claims.

Mr T didn’t accept our Investigator’s view, and sent in further information for us to consider. So the complaint has now 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.

As this is an informal service, I’m not going to respond here to every point or piece of evidence Mr T and UKI have provided. Instead, I’ve focused on those I consider to be key or central to the issue. But I would like to reassure both parties that I have considered everything submitted. And having done so, I’m not upholding this complaint. I’ll explain why.

When our service looks at a complaint about a storm claim, there are three predominant questions for us to consider:

1. Did storm conditions occur on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main or dominant cause of the damage?

We're likely to uphold a complaint if the answers to all three questions is 'yes' and we're unlikely to uphold a complaint if the answer to any of the questions is 'no'.

Do I agree that storm conditions occurred?

Using the resources this service has access to, I've checked the weather conditions around the dates the damage occurred in the vicinity of the insured property. Mr T's policy doesn't specifically define a "storm", so I've used our service's usual approach to these types of cases. And I'm persuaded that given the level of rainfall and the wind speeds that were recorded at the time around the area of the risk address, there are unlikely to have been storm conditions at the insured property on or around the relevant dates.

I say this because the maximum wind speed recorded during the period of the first claim was 36mph and the maximum wind speed recorded during the period of the second claim was also 36mph. I've also considered the level of rainfall during the relevant date range and I've found that although there was a high level of rainfall at the start of October 2023, the wind speeds weren't strong enough to be able to cause storm-like damage.

Mr T has provided further evidence which he believes supports his claim, including information about winds as high as 79kmph. But I don't find this information plausible, as the highest wind speed recorded on that date was some 39 miles away from the insured property. So I find it unlikely that there were local gusts much stronger than anything recorded nearby. And as I can't see which weather station recorded the higher wind speed Mr T refers to, I'm not able to rely on this information or place a significant amount of weight on it. I've placed greater weight on the wind speeds recorded by official weather stations and on the local weather reports I've seen and I'm afraid these do not support Mr T's claim.

I've taken into account all the information Mr T has sent us in support of his claims, including the statement from his tenant, but even his tenant explains that there were "*storms in July & August and then it felt like it rained almost every day in September, October & November*". This statement doesn't indicate that the tenant experienced strong storm-like conditions in October – which the tenant later contradicts by adding "*the whole country was being battered by the storm*". So whilst I've considered it carefully, I'm afraid I've not found the tenant's testimony to be consistent or more persuasive than all the other evidence which indicates the conditions at the time weren't severe enough in the area to constitute a storm. And although a named storm has been referenced, that particular storm mainly affected other regions and it seems from local weather reports that it didn't affect the area around the insured property quite as badly as it affected other areas.

I've also looked at other evidence Mr T has sent us, such as the news article which shows a tree that had fallen into powerlines a few miles away from the insured address and mentions another tree that had also fallen. But I agree with our Investigator that this is unlikely to happen even when wind speeds are in the region of those Mr T has mentioned, unless there was a prior issue with those particular trees which made them more susceptible to being uprooted due to wind.

The Beaufort Scale table which Mr T has sent us demonstrates that at 39-46mph, winds tend to break twigs off trees, for example, but it confirms that it generally isn't until the wind speeds reach around 47mph that slight structural damage can be caused to a roof, such as slates being moved. And the bar graph Mr T has sent us shows the same wind speeds that I've found were recorded (only in kmph rather than mph).

In Mr T's submissions to us he's also said that as his property is at a higher elevation it's not unreasonable to expect there could be stronger localised gusts of wind in areas that are some distance from the weather station. But I consider the difference in wind speeds is just

too significant, between what's been recorded at the nearest weather stations to the wind speed that would likely cause such damage. So I'm not satisfied that it's likely that the local gusts around the property were substantially higher than anywhere else.

UKI has shown that there were no storm conditions on the relevant dates and has also said that the rainwater highlighted some wear and tear issues with the roof. I've not proceeded to consider this issue as I'm unable to answer 'yes' to the initial question of whether there was a storm. Overall, I'm satisfied that having checked numerous sources there is insufficient evidence of storm conditions at the insured property on or around the relevant dates. It follows therefore that I'm unable to conclude that UKI has unreasonably declined the claim.

My final decision

I'm sorry to disappoint Mr T, but my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 27 January 2025.

Ifrah Malik
Ombudsman