

The complaint

Mr C complains that Zurich Insurance Company Ltd (“Zurich”) unfairly declined his claim for damage caused by a storm, under his home buildings insurance policy.

What happened

Mr C says during the night on 19 October, or into the morning on 20 October 2024, two soffit boards attached to the roof of his house were damaged. He says this was during the named storm Babet. He contacted Zurich to make a claim. He says the business sent a photographer and later a surveyor to inspect the damage. Mr C says Zurich subsequently declined his claim saying it wasn’t windy at the time of his loss. He disagreed with this and complained.

In its final complaint response Zurich says it didn’t think a storm was the cause of the damage Mr C reported. In its repudiation letter it expands on this to say it had carried out two surveys using two different companies. It says neither had identified storm force winds and both had advised poor workmanship was the underlying cause.

Mr C didn’t think he’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold his complaint. She says there was no evidence of storm force winds around the time of Mr C’s loss. She thought the surveyor’s comments about poor workmanship were persuasive. Because of this she says Zurich acted fairly when it decided a storm wasn’t the underlying cause of the damage.

Mr C didn’t agree with our investigator’s findings and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

I issued a provisional decision in October 2024 explaining that I was intending to not uphold Mr C’s complaint. Here’s what I said:

provisional findings

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 my intention is to not uphold Mr C’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- *Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- *Is the damage claimed for consistent with damage a storm typically causes?*
- *Were the storm conditions the main cause of damage?*

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records from around the time of Mr C's loss taken at the closest weather station. This was around 13 miles from his home. This shows gusts up to 47mph on the morning of 20 October 2023. Mr C says the damage occurred either during the night on 19 October or on the next morning. I can't see that Zurich defines 'storm' in its policy booklet. However, wind speeds of this magnitude can reasonably be considered storm force. Based on this evidence, I think it's probable that storm force winds were experienced around the time of Mr C's loss. So, the answer to question one is yes.

Damage to roof structures is something that typically occurs during a storm. So, the answer to question two is also yes.

Finally, I need to be satisfied that the storm conditions were the underlying cause of the damage. But I don't think they were. I've read both reports from the surveyors Zurich appointed. The first describes PVC soffit panels that have fallen. It says these are about four or five metres long but only have four to five nails in each of the boards. The report says, "this is clearly not enough".

The second report says "workmanship" is the cause of the damage to the soffits. It also refers to the damage as being "too clean" to have been caused by a storm. In its submission to our service, Zurich says that there is a lack of any damage to the surrounding roof or area where the soffit boards had detached from. It says this isn't consistent with damage caused by a storm.

I'm not a surveyor so I must rely on the opinion on those who are. Having considered the expert opinion provided by the two surveyors, I think this is persuasive. The underlying cause of the damage is most likely due to a lack of sufficient fixings between the soffits and the roof structure. I accept that storm force winds were probably experienced around the time of Mr C's loss. But this has merely highlighted an existing defect. It wasn't the underlying cause of the damage. Had the soffits been fixed more securely they should be able to withstand storm force winds. The absence of damage to any of the surrounding structure adds weight to this view.

Mr C's policy terms exclude damage resulting from poor workmanship. I think this has reasonably been shown to be the underlying cause of the damage to the soffits. Because of this I don't think Zurich treated Mr C unfairly when it relied on its policy terms to decline his claim. So, I can't reasonably ask it to do anymore.

I said I wasn't intending to uphold Mr C's complaint.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Zurich didn't respond to my provisional decision with any further comments or information.

Mr C responded to say the soffits that were damaged were covered by a manufacturer and installer's ten-year warranty. He says he couldn't claim against this as he believed the workmanship was of a good standard. He says a survey produced in 2021 when the house was bought made no comment on the soffits.

In his response Mr C says he found the surveyor's report was of a poor standard for a professional. He says he noticed four or five pairs of fixings, although the 'pairs' seems to

have been lost. Mr C queries why the surveyor didn't give an exact number. He also says fixings could've been present within the splintered end of the soffits. But it wasn't possible to identify due to the splintering.

Mr C says there are six joists for the soffits to be fixed to. He believes six pairs of fixings would represent good workmanship. Mr C says it's probable that the workmanship on the soffits was as good as the rest of the cladding and that his claim should be honoured.

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.

I've reviewed the comments Zurich's surveyor made. I acknowledge Mr C's comments that the surveyor didn't use the word 'pairs'. The surveyor described there being only four to five nails in each of the soffit boards. I've looked at the photos again but they don't allow me to confirm how many fixings were in place. I acknowledge there is splintering at the ends of the boards, and this could obscure fixing holes. But I can't determine from this information that the surveyor was referring to pairs as opposed to single fixings.

That said what the surveyor concluded was that there were insufficient fixings applied to hold the soffit boards in place. It was noted that there was no other damage to the roof structure, or other parts of Mr C's house. And Zurich's surveyors didn't think a storm cause was supported by the evidence.

In my provisional decision I mentioned that gusts up to 47mph were experienced on the morning of Mr C's loss. I accept winds of this magnitude can be considered storm force. But this is at the lower end of the scale. A well-maintained building in good condition should withstand this strength of wind without incurring damage. In this case the soffits were the only part of the roof structure that were damaged. Taking all of this into account, I still think Zurich's view is the more persuasive. More specifically that the most probable underlying cause of the damage is that the soffits weren't attached as securely as they should have been.

I don't dispute Mr C's comments that the soffits were less than ten years old and in good condition. But this wouldn't prevent them coming away from the roof, given the evidence indicates it was the fixings that caused this to happen.

I'm sorry that Mr C isn't covered for the repairs required to his roof. But I haven't been persuaded by his further comments that Zurich should pay his claim. So, my final decision is the same as my provisional decision.

My final decision

For the reasons I've given above and in my provisional decision, 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 C to accept or reject my decision before 9 January 2025.

Mike Waldron
Ombudsman