

The complaint

Mr A complains that UK Insurance Limited ('UKI') unfairly declined a claim for storm damage under his home insurance.

Mr A's policy was sold and administered by an intermediary on UKI's behalf and all his correspondence has been with this company. However, UKI is the policy underwriter so his complaint is against UKI. For the avoidance of doubt, any reference to UKI includes its agents, including the intermediary.

What happened

Mr A had a home insurance policy with UKI. On 6 September 2024, he discovered water had come through his roof during a storm the previous day/night. This damaged a bedroom ceiling, the area around a window, and some contents. He reported this to UKI and made a claim on his insurance.

UKI checked the weather in Mr A's area. It found the maximum wind speed on 5 September was 32mph and heaviest rainfall was 4.3mm per hour. It told Mr A this meant its criteria for a storm – wind speeds of 55mph and rainfall of at least 25mm per hour – hadn't been met. It acknowledged that his policy booklet didn't include this definition but said its criteria was based on industry standards.

As a result, it declined the claim and said the damage was most likely due to wear and tear. However it accepted that one of its agent gave Mr A wrong information which caused him inconvenience when he tried to contact the claims team. It apologised and offered him £150.

Mr A was unhappy with this and brought his complaint to this service. He said, in summary:

- His policy doesn't define a storm. It's unfair for UKI to deliberately omit this important information, which has negatively affected him.
- There wasn't any evidence of damage before he contacted UKI so the damage isn't due to wear and tear.
- His neighbours' roofs – built at the same time and of same material as his – show no signs of wear.
- He bought his home in November 2023. His survey (April 2023) assessed both the internal and external roof structure and found no evidence of wear or other damage.
- He'd like UKI to settle his claim by refunding the cost of repairs.

Our investigator didn't recommend that Mr A's complaint should be upheld. She was satisfied that data showed the weather conditions at the time of the claim didn't amount to a storm. She thought UKI's decision to decline the claim was fair. She also thought its £150 offer to apologise for poor service was fair.

Mr A disagreed with our investigator, so the complaint was passed to me for a final 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.

Like most policies, Mr A's cover only makes UKI liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.

The policy provides cover for loss or damage caused by a storm (Section 1A, page 7; Section 2A, page 13). As UKI and Mr A have both pointed out, the policy doesn't include a definition of 'storm'. However, UKI's criteria is consistent with the Association of British Insurers (ABI) storm information and is standard across the insurance industry. In my opinion, the criteria UKI has applied isn't unreasonable or unfair.

Also, this services takes the view that it wouldn't always be fair to apply these thresholds strictly because damage can be caused by winds under 55mph. For example, the Beaufort Scale says "*slight structural damage*" can occur at wind speeds of 47mph or more.

As our investigator explained, when we look at complaints about storm damage we ask three questions:

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

If the answer to any of these questions is "no" the claim won't succeed.

UKI declined the claim because it says there wasn't a storm. I've checked this against several different sources, including the Met Office. I find:

- Met Office information for the 2023/24 and 2024/25 storm season doesn't show a named storm in September 2024.
- The most recent named storm before then was storm Lilian, which hit the UK on 22 and 23 August. However, this mainly affected northern England and Wales, and parts of Scotland, not the region where Mr A lives.
- The Met Office monthly weather report for September 2024 mentions heavy downpours and localised flooding in Mr A's part of the country around 5 and 6 September but doesn't mention any severe winds or other storm conditions.
- Weather data from the weather station nearest Mr A's home shows maximum wind gusts of 28mph and maximum hourly rainfall of 6.8mm on 5 September. Neither meets UKI's storm threshold.
- UKI told us it had reviewed weather conditions from 4 August to 9 September. The highest wind speed was on 22 August during storm Lilian (45mph), and highest rainfall was on 5 September (4.3mm per hour). Again, these don't meet UKI's storm threshold.
- Local news reports didn't report any localised storms or severe winds.

Mr A says "*any reasonable person would consider it a storm when the met office give a warning for wind and rain in the area.*" I don't agree. While I accept there was a yellow weather warning for heavy rain and thunderstorms across most of southern England and south Wales on 5 September, a warning doesn't mean there was a storm. What's more important is the historical data (and other resources) showing what happened.

Mr A says his roofer replaced the felt and battens, but he hasn't provided a report from his

roofer that gives his professional opinion about the cause of damage. I've also read the April 2023 survey. It explains that "*the roofs, chimneys and other external surfaces of the building are examined from ground level*" so the surveyor wouldn't have inspected the felt or battens. The survey also says: "*The efficiency of rainwater fittings (gutters and downpipes) can only be assessed properly during the inspection if there is heavy rain.*" It recommended the gutter, fascia, and soffits be renewed. I'm not saying these were the origin of the damage, just that the survey isn't as conclusive as Mr A suggests. This means I've got no evidence showing the damage to Mr A's home was caused by a storm.

I wouldn't expect a well-maintained roof – or the areas around a window – to fail simply because of heavy rain. This type of damage would more typically be the result of violent winds damaging the roof, allowing rain to penetrate the home. And, as I've said, the winds on 5 September don't come close to what reasonably might be considered storm force.

Taking all of this into account, I'm satisfied that there weren't storm conditions on or around the date of the claim. I'm not persuaded that the damage can be considered under the storm cover in Mr A's policy. Mr A's policy doesn't cover "*wear and tear [or] any damage caused gradually*" ('*Policy conditions*', page 5). I think that's reasonable, and in line with most home insurance policies.

Finally, UKI offered Mr A £150 to apologise for failings in its handling of his claim. Specifically, it gave him incorrect information about when its claims team was available which inconvenienced Mr A when he wanted to speak to someone about his claim. I've thought about what this service might award in similar circumstances. Having done so, I'm satisfied UKI's offer is fair.

In summary, I agree with UKI that there weren't storm conditions when Mr A discovered the damage to his home. I think its decision to decline the claim was reasonable and its £150 offer to apologise for poor service was fair. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 20 March 2025.

Simon Begley
Ombudsman