

## **The complaint**

Mrs D is unhappy her claim for storm damage to her conservatory has been declined by Zurich Insurance Company Ltd ("Zurich") under her home insurance policy.

## **What happened**

Mrs D made a claim to Zurich following bad weather. Mrs D said a piece of wood blew against her conservatory roof / guttering causing damage. Rainwater entered the property and caused further damage internally.

Based on photographs provided by Mrs D, Zurich initially declined the claim as it said the damage was caused by wear and tear. Mrs D was unhappy with the outcome. Unfortunately, administration issues with the policy caused some delays with the progress of the claim. Mrs D resorted to making a temporary repair to her roof to stop rainwater ingress.

Around four months after the claim was made, Zurich arranged for a surveyor to review the damage caused by the bad weather. For the delays and overall poor service, Zurich agreed to pay Mrs D £150 compensation for the distress and inconvenience caused.

Based on the surveyor's report, Zurich maintained its decision to decline the claim. It didn't see evidence of storm damage, and declined the claim based upon wear and tear.

Mrs D disputes the outcome of wear and tear causing the damage. She said she'd had the gutters and conservatory cleaned and maintained on a regular basis. She wants her claim settled in full.

Our investigator decided not to uphold the complaint. She thought Zurich was reasonable to rely on the expert's report and she thought it had declined the claim fairly in line with the policy terms and conditions of the policy. Mrs D disagreed, so the case has been referred to 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 reviewed the complaint, unfortunately, I don't uphold it. I know this will be disappointing for Mrs D, so I'll briefly explain why.

Insurance policies only tend to cover certain risks (or events), not every eventuality. Mrs D has a potential claim here under the storm peril or the accidental damage peril within the policy. I've reviewed both.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred 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 cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Zurich has considered the claim from the perspective of a storm, so I will move directly to the next question, given Zurich hasn't disputed whether a storm occurred at or around the time of the reported incident.

Was the damage claimed for consistent with damage a storm typically causes?

I think it's possible for flying debris to cause damage to a conservatory, so I will move onto the next question.

Were the storm conditions the main cause of the damage?

Zurich didn't think so. It thought wear and tear was the most likely cause of the damage and it thought the heavy rainfall merely highlighted the pre-existing condition. It didn't think there was evidence of one-off damage caused by a storm.

Mrs D thought flying debris had caused the damage to the conservatory. Mrs D hasn't provided any photos of the damage immediately after the storm. However, she has said that apart from the temporary repair, the conservatory is in the same condition as after the incident, albeit there has been further decline as no maintenance activity has occurred.

Zurich's surveyor stated that there was no evidence of storm damage, but thought the damage was due to wear and tear. I've reviewed the photographs provided by both the surveyor and Mrs D. I don't think there is evidence of a one-off incident (such as a storm) that damaged the roof and / or guttering, so I think the surveyor was fair in his opinion.

It's Mrs D's responsibility to prove the storm did cause the damage that was claimed for. She needs to show it was the most likely cause of the damage. I don't think she has, so I don't uphold this complaint.

For thoroughness, I've further reviewed the details of the claim. As Zurich said wear and tear was the cause, I've checked the policy and it states on this:

*"This home insurance policy is designed to insure your property against loss or damage. It does not cover the maintenance of your home or the cost of wear and tear such as replacing sealant/grout, repointing brickwork or general roof maintenance. You should always keep your property in good repair and take reasonable steps to avoid loss or damage".*

*"We will not pay for the following: Any claim or damage resulting from gradual causes including deterioration or wear and tear".*

Zurich appointed an expert (the surveyor) to review the damage. I've reviewed his report. He said:

*"[Mrs D] has advised that a piece of timber has blown onto the conservatory roof and gutters causing damage, temporary repairs have been completed, but [Mrs D] has no photos of the damage prior to the temporary repairs to evidence that the damage is likely to be a storm, so we are unable to validate the claim. The gutters are listing over towards the rear or the*

*property. The silt has been gathering in the central area of the gutters indicating they have not been properly aligned and water build-up has caused the gutter clips to break”.*

*“The damage to the gutter is as a result of gradual deterioration over time”.*

I appreciate Mrs D disagrees with this view, but having reviewed the photographs provided, this seems like a reasonable commentary for what can be observed. So, I think Zurich have been fair to decline the claim, as it has done so within the constraints of the terms and conditions of the policy.

Mrs D has said she had her gutters regularly cleaned and maintained, so there wasn't wear and tear. I can see in the photographs the main roof of the property has recently been replaced and the guttering around the main roof appears modern and so in good condition. Unfortunately, I can't say the same for the conservatory, which I do think shows some signs of long-term deterioration, as confirmed in the surveyor's report.

I haven't seen any expert reports that contradict the findings of the surveyor, so without this evidence, I don't uphold this complaint.

Mrs D is covered for accidental damage. However, as the damage is long standing in nature and not one-off, Mrs D wouldn't have a claim under this peril.

Zurich has a responsibility to record details of claims made. So, it's likely that Zurich will record this within Mrs D's claim history as a claim that has been declined. This is fair and is what insurers are expected to do. So, Mrs D should ensure this is declared when taking out future insurance cover.

Finally, having considered the compensation paid by Zurich for the issues earlier in the claim, I think the £150 offered was fair in the circumstances of this claim and consistent with what I would expect for the distress and inconvenience caused.

### **My final decision**

My final decision is that I don't uphold this complaint. I don't require Zurich Insurance Company Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 8 April 2025.

Pete Averill  
**Ombudsman**