

## **The complaint**

Mr R has complained that Zurich Insurance Company Ltd (Zurich) unfairly declined a claim under his home insurance policy.

Mr R is represented in this complaint but, for ease, I will only refer to him. References to Zurich include companies acting on its behalf.

## **What happened**

Mr R contacted Zurich to make a claim for storm damage to his roof. Zurich sent a surveyor to assess the damage. It then declined the claim because it said the damage was a result of gradual deterioration.

When Mr R complained, Zurich maintained its decision to decline the claim. So, Mr R complained to this Service. Our Investigator didn't uphold the complaint. He said that although there was a storm, Zurich had shown that the roof damage was the result of gradual deterioration.

As Mr R didn't agree, the complaint was referred to me.

## **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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

Zurich accepted there were high winds around the time the damage was found. I've also looked at the weather in the local area around that time. This showed windspeeds of up to 60mph, which would be considered storm strength. I also think that in some circumstances, a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. I've looked at Zurich's surveyor report. This said the surveyor found signs of aging and wear and tear to the roof. There was also evidence of loose tiles and tiles that had slipped or were slightly uneven. The report said there was evidence of previous repairs to the roof, including "*tabs*" on some of the tiles, which it said showed there were pre-existing issues. It said the damage was due to a gradually operating cause, the roof line was uneven

and the damage was consistent with age. It said the damage wasn't consistent with a one-off storm event.

Having looked at the report and the photos, I think it was fair for Zurich to rely on its expert's findings that the main cause of the damage was gradual deterioration and wear and tear, rather than a storm. The policy had a general exclusion for damage caused by wear and tear. So, I think it's fair that Zurich declined the claim.

I'm aware this will be a disappointment for Mr R but, as a result, I don't uphold this complaint or require Zurich to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 1 May 2025.

Louise O'Sullivan  
**Ombudsman**