

The complaint

Mr P is unhappy with the decision made by Intact Insurance UK Limited (Intact) following a claim for storm damage under his residential property insurance policy.

Mr P is being represented by Mrs K for the purposes of his complaint to this Service. For ease of reference, I have referred to Mr P throughout this final decision.

Intact is the underwriter of this policy. Part of this complaint concerns the actions of third parties instructed on the claim. Intact has accepted that it is accountable for the actions of third parties instructed by it. In my decision, any reference to Intact includes the actions of any third party instructed by Intact during Mr P's claim.

What happened

The facts of Mr P's claim are well-known to Mr P and Intact, so I haven't repeated them in detail here. To summarise, Mr P tried to make a claim under his policy for damage to a roof following bad weather conditions. Intact said the evidence didn't support storm conditions being the main cause of damage and declined the claim.

Mr P complained to Intact about its decision to decline his claim. Intact didn't change its decision, and so Mr P brought his complaint to us. Our Investigator said Intact had fairly declined the claim and didn't ask it to do anything in settlement of Mr P's complaint. Mr P didn't agree. As the complaint couldn't be resolved it has been passed to me for 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.

I'd like to reassure the parties that although I've only summarised the background to this complaint, so not everything that has happened or been argued is set out above, I've read and considered everything that has been provided.

Claim for storm damage

This service has an established approach for considering storm damage. We'd likely say a business needs to do more if the answer to the following three questions is yes:

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

If the answer to any is no, it's likely the business has acted fairly.

- 1. Were there storm conditions on or around the date of claim?**

The Met office considers wind to reach force 10 winds (55mph) on The Beaufort scale to constitute a storm and rain fall at 32mm per hour to fall under the downpour/torrential category. I've seen that weather conditions may've indicated storm conditions on or around the date of claim. For completeness, I've gone on to consider whether the damage is consistent with storm damage.

2. Is the damage consistent with storm damage?

I haven't seen any evidence of windspeeds reaching what we'd expect to constitute storm conditions. The rainfall around the date of loss did suggest the presence of storm conditions. The crux of this complaint rests on whether storm conditions can be said to be the main cause of damage. So, I've focused my final decision on this question.

3. Were the storm conditions the main cause of damage?

When we investigate a complaint about an insurer's decision on a claim, our role is to consider whether the insurer handled the claim in a fair and reasonable manner. I've considered the evidence to determine whether Intact has acted fairly and reasonably when reaching a decision on Mr P's claim.

In respect of the damaged roof, Mr P says that storm conditions caused this damage, and this is supported by the comments from both the property manager, and roofer that completed repairs on the roof. Intact say the comments made by the property manager when the claim was first reported support its position about the poor state of the roof and the damage likely being highlighted in storm conditions, rather than being the cause of it.

I've reviewed the comments from the property manager when Mr P first reported his claim. It was recorded *'I am writing to update you on the condition of the roof... which is in urgent need of repair. A builder recently assessed the situation, and based on the attached photos, it's clear that the roof tiles are very old and the overall structure is not level and becomes unstable. The most significant issue is at the front of the roof, where there is a large hole caused by damaged lead and cracked roof tiles. Water is currently leaking through this area... Given the roof's age and deteriorating condition, it is likely that this will become an ongoing issue in the next few years if not addressed.'* The accompanying photos showed cracked and broken tiles, moss growth impacting large sections of the roof tiles, and gaps where the damaged tiles had been lifted exposing the elements to the inside of the property.

Mr P says these photos show how severe the impact of the storm conditions were. I've carefully considered Mr P's testimony, and I recognise his strength in feeling about this claim. However, I'm persuaded it was reasonable for Intact to rely on and use the property manager's email as a reason for declining the claim for storm damage.

I recognise the same property manager provided another testimony about the condition of the roof a few days later. This time the property manager said *'I am writing to provide clarification regarding a recent incident... involving unexpected water ingress following a period of heavy winds and rain during Storm [L], which made big news... due to its severe impact on the area at the end of August. After the storm, I observed a significant amount of water leaking into the property... I would also like to confirm that the roof had been regularly inspected and maintained, and prior to [Storm L], it was in a sound and safe condition, with no history of leaks or weaknesses. Given the severity of the storm, it appears that the damage to the roof was a direct result of the extreme weather event rather than any existing fault.'*

Mr P says Intact has acted unreasonably by placing undue weight on the property manager's first assessment and has disregarded the second statement provided. I note Mr P's

comments but I don't agree Intact has acted unreasonably. I'm satisfied the property manager's initial email provided a compelling and honest account of the condition of the roof, with photos to support the damage seen.

Whilst this was later followed up by another account of how the roof has been maintained, this doesn't cancel out the comments already made about the condition of the roof. The timing of the initial email is also crucial as this was sent in direct response to what the property manager had seen, and without any consideration of how that account might be used for the purposes of this claim. Having considered this evidence, I'm persuaded Intact's decision to decline the claim is fair.

Mr P has also provided comments from the roofer that completed repairs. These comments support Mr P's position about the condition of the tiles, and the damage being caused by storm conditions, instead of any inherent defects. But I'm not persuaded this evidence is enough to outweigh the earlier comments made by the property manager, which were disclosed to Intact at the start of the claim. I find these comments more compelling given the timing of them, and the nature in which this email was sent to Mr P- that is, to report damage to the roof and highlighting immediate concerns with options for remediation.

I've carefully considered Mr P's testimony, and the comments from the third parties that have provided evidence in support of Mr P's position. But these comments aren't enough to say that the storm conditions were the main cause of the damage to the roof when read alongside the evidence relied on by Intact in declining the claim.

On balance, the evidence I've seen is more consistent with existing damage being highlighted, rather than storm conditions being the cause of it. In reaching this decision I've considered the conflicting testimonies from the same third party, the extent of damage caused to the roof, and Mr P's testimony in support of the claim.

This evidence, alongside our approach to complaints about storm damage, persuades me that Intact's decision to decline Mr P's claim is overall fair and reasonable. I don't think the evidence supports Mr P's view that storm conditions are the main cause of the damage being claimed for. So, I won't be asking Intact to do anything in settlement of Mr P's claim.

My final decision

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 24 October 2025.

Neeta Karelia
Ombudsman