

The complaint

Mr and Mrs T have complained that Zurich Insurance PLC unfairly rejected a claim they made for storm damage under their home insurance policy.

Mr and Mrs T are being represented in their complaint by 'W'.

What happened

Mr and Mrs T made a claim for storm damage to their insurer, Zurich.

Following a site inspection, Zurich rejected the claim. Zurich said the main cause of damage was wear and tear, which was excluded from cover under the policy.

W on behalf of Mr and Mrs T says Zurich has acted unreasonably. W says the Surveyor who attended did not report that there was wear and tear damage to the roof. W says the report confirms the cause of damage is storm.

One of our Investigators didn't recommend the complaint should be upheld. He thought Zurich had reasonably shown that it had fairly applied the exclusion of wear and tear.

W doesn't agree and wants an ombudsman to decide. He's provided examples from our website to show that our approach is for an insurer to prove the exclusion of wear and tear when applying it. W doesn't agree Zurich has done this.

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.

As the Investigator explained, we ask three questions when we look at storm damage complaints. These are:

- Did storm conditions occur at the time of damage.
- Was the damage consistent with what a storm might cause.
- Was the dominant cause of damage due to storm.

If we find the answer to all three questions is yes, we generally find the claim should succeed. But if we find any of the answers to the questions is no, we are likely to say the claim has been reasonably rejected.

Zurich accepts storm conditions occurred at the time of the event, so the answer to the first question is yes.

The side of a fibre glass flat roof lifted during high winds, which caused cracks in the roof and led to water ingressing into the home. So the answer to the second question is yes.

W says the sub-contractor report does not say the condition of the roof has contributed to the cause of damage. But the Surveyor – and Zurich – has rejected the claim based on the condition of the roof being poor.

I agree with what W says here. However, the Surveyor who appointed the sub-contractor to carry out the visit has formed an opinion based on the clear photos provided. The sub-contractor didn't report either way on the condition of the roof. They only reported on the cause of damage, being high winds during a storm. And as I've set out, we agree that the damage was consistent with what a storm might cause, and that storm conditions occurred.

But the remaining question is whether storm was the dominant cause of the damage. And the Surveyor says based on the photos which show the condition of the roof, it was in poor condition before the storm event. So Zurich applied an exclusion for wear and tear, which isn't an unusual term in insurance policies. All insurance policies I've seen include a condition that a property must be maintained in good condition.

I've carefully reviewed all of the photos and reports provided. Having done so, I think the evidence shows that the condition of the roof was poor before the storm occurred. The photos show several cracks along the fibre glass roof, and substantial vegetation growing in the roof gutter. While Surveyor 'N' points out that the vegetation isn't directly in the same area of the roof where it lifted, I'm aware of the impact vegetation can have on weakening the overall structure of a fibre glass roof, by preventing adequate water drainage and moisture retention, which can lead to issues with cracking and weaknesses in a roof.

The Surveyor provided their comments on the photos which were;

“The photos of the roof, show the condition of the roof is poor with numerous cracks and the guttering filled with vegetation growing also with moss growth.”

W says that the sub-contractor report should carry more weight than the Surveyor's comments as the Surveyor didn't attend the property. But I think the photos of the roof are clear and therefore carry equivalent weight to a physical visit in this case. So, taking everything into account, I think Zurich's decision to reject the claim was reached in a reasonable way and in line with the policy. I think Zurich has shown there was an existing issue with the roof due to wear and tear, which storm conditions highlighted.

W says the roof was incorrectly referred to as a felt roof. And so this calls into question the decision reached by Zurich. I've noted this was an error in the final response letter issued by Zurich, as it should have read as a flat roof. I haven't found this error within any of the Surveyor reports. I don't think it makes a difference to the outcome as I find Zurich properly considered the claim based on the evidence available to it.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 27 July 2025.

Geraldine Newbold
Ombudsman