

The complaint

Mr B has complained Highway Insurance Company Limited unfairly declined a storm damage claim under a buildings insurance policy.

What happened

The details of this complaint are known to the parties, so I won't repeat them here. Instead, I will focus on the reasons for my 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.

Mr B held a home insurance policy with Highway. In December 2023, he made a storm damage claim. He said part of the roof on an extension had blown off into a front garden, damaging some tiles and a chimney pot, amongst other things. He made a claim against the policy. Highway declined the claim. Mr B complains Highway's decision is unfair.

Highway accept there were storm conditions around the date of loss. I've reviewed the weather data and found the same. I also find the damage being claimed for – broken and damaged material on a roof – to be consistent with damage a storm would typically cause. I must therefore consider if the storm conditions were the main cause of damage. I'll set out my key findings below:

- Highway's agent visited Mr B's property to carry out an inspection as part of Highway's claim considerations. Their report concluded "*...the flat roof was in poor condition and suffering from age related deterioration*", and the storm conditions were not the main cause of damage. Mr B says this inspection was of a poor standard. I agree the report lacked in detail. This led to Mr B seeking further clarification, and Highway considered matters further.
- Highway requested additional information from its agent. The response(s) set out, in brief, that:
 - The age and stress fractures indicate the flat roof was at the end of its natural life cycle and needed to be replaced in its entirety.
 - It would take exceptionally high, violent winds to cause the type of damage Mr B was claiming for (windspeeds were 43 mph on the date of loss, and 49 mph 12 days earlier).
 - The parapet wall appeared to have deteriorated overtime, with Google images showing some displacement in 2022.

- The flaunching had cracked overtime allowing the pot to work loose and finally break free. Cracking in the flaunching would have taken place from the frost / thaw process and not due to a one-off incident.
- I've seen photographs of the flat roof. The discoloration, stress lines, and tears support that it's more likely than not aged. Other photographs (supplied to Highway by Mr B) show signs of aging and a lack of maintenance, such as missing render and a crumbling chimney. I note Mr B says Highway didn't know the age of the roof, so it's reference to its age was unfair, but I haven't been presented with any evidence to show when the roof was installed (whether this was recent to the date of loss), or when / if it was maintained.
- Mr B's repair quote provided comments. It says: *"The chimney stack was found to be damaged beyond repair, attributable to the adverse weather conditions"* and *"Upon inspection, it was observed that the firebreak and render had sustained significant damage due to the recent storm"*. The question, however, is 'was this storm the *main* cause of damage?', not did adverse weather / the recent storm cause damage.

I find on the evidence available to me, and on the balance of probabilities, Mr B's roof was in a poor condition and suffering from wear and tear / age-related deterioration. And that this, rather than the relatively modest wind speeds, more likely than not caused the flat roof to come free and blow off. In other words, the storm merely highlighted existing issues. It follows I find it was fair and reasonable for Highway to decline the claim because the policy doesn't provide cover for wear and tear.

Mr B has said the flat roof blew off the roof into other areas of the property before landing in a garden. Mr B held accidental damage cover. But because I find the proximate cause of damage was more likely than not due to wear and tear, which the policy doesn't respond to, it follows I don't find an accidental damage claim would be successful. Mr B's accidental damage cover extends to considering any internal damage. But, as I understand it, Mr B hasn't claimed for any internal damage. So, it follows I don't need to consider this further.

I accept my decision will come as a disappointment to Mr B. But it ends what we – in attempting to informally resolve his dispute with Highway – can do for him.

My final decision

For the reasons I've given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 July 2025.

Liam Hickey
Ombudsman