

The complaint

Mr and Mrs H complain that U K Insurance Limited trading as Churchill has declined a claim for storm damage to their home.

Mrs H is a joint policyholder, but as Mr H has mainly handled the claim and complaint, I've referred to him throughout this decision.

Reference to UKI includes their agents.

What happened

This dispute is well known to the parties so I won't comment in detail here. But for brief context in keeping with the informal nature of our service:

- Mr H's corrugated garage roof was damaged during a named storm in early 2025. Mr H made a claim to Churchill and, while he waited for their response, appointed a local company to carry out emergency repairs.
- Churchill appointed a surveyor to review the damage. The surveyor initially planned to visit the property but, after receiving Mr H's photographs, decided a visit wasn't necessary. He concluded the damage hadn't been caused by a single storm event, but by the roof's age and condition. Churchill therefore declined the claim.
- Mr H disagreed. He said the storm had caused the damage and it was unfair for Churchill to rely on a wear-and-tear exclusion without inspecting the roof. He also questioned the surveyor's qualifications.
- Churchill maintained their position in their final response, but paid Mr H £50 for a delay in handling the claim.
- Mr H then referred the complaint to the Financial Ombudsman Service. Our investigator didn't think the complaint should be upheld, so it has been passed to me to make a final 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as our investigator.

I understand this will be disappointing for Mr H, and I'm sorry to bring unwelcome news. But I'm satisfied Churchill has acted fairly and reasonably overall. I've explained why below.

I've focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Decline of the claim

Our approach in cases involving storm damage requires me to ask three questions:

1. Was there a storm?
2. Is the damage consistent with that caused by a storm?
3. Was the storm the main (proximate) cause of the damage?

If the answer to any of these is 'no', it's usually fair for the insurer to decline the claim.

There's no dispute that there were storm conditions. Strong winds can also damage garage roofs. So, I think the first questions can be answered 'yes'.

The key issue, then, is whether the storm was the main cause of the roof's failure. It's on this question that the parties disagree.

Churchill believes the storm merely exposed a pre-existing weakness – that the roof was very old and poorly maintained. They relied on their surveyor's opinion, who said the roof was likely over 75 years old and its general condition and lack of maintenance made it vulnerable to failure.

I've reviewed the photographs the surveyor relied on. They show an old, corrugated garage roof with heavy moss and vegetation growth, rusted fixings, and decayed materials. These support Churchill's view that the roof was in poor condition before the storm. Churchill is also correct that Mr H's insurance policy – like most home insurance policies – doesn't cover damage caused by wear and tear or a lack of maintenance.

Mr H says the fixings were still embedded in the structure, meaning the storm must have ripped off the panels. He's also provided a contractor's report to support this.

While I accept the metal of the fixings might not have failed, I find the surveyor's explanation more persuasive overall. The evidence, including the roof's visible age and deterioration, suggests to me that its condition, not the storm, was the main cause of failure.

I've also reviewed the contractor's report. It mentions that the fixings were intact, "indicating it was high winds", but it doesn't explain how that outweighs the pre-existing condition of the roof noted by Churchill's surveyor. On balance, I'm more persuaded by Churchill's surveyor's professional opinion.

Mr H has suggested we contact the contractor directly. I appreciate why he feels this might help, but our Service decides complaints based on the evidence presented to us. I've seen what the contractor has written, and I'm satisfied Mr H has had reasonable time to obtain and submit further evidence. If he obtains new evidence later, he can share it with Churchill for their consideration. But, for the reasons above, I'm satisfied Churchill has declined the claim fairly – and I don't now require them to accept the claim.

Handling of the claim

Mr H has raised concerns about the surveyor's credentials. The surveyor was employed in a professional capacity to assess cause of damage. I've seen no evidence suggesting he wasn't suitably qualified or experienced to do so, and no persuasive expert evidence has been presented to challenge the surveyor's findings.

Mr H also says Churchill should have arranged a site visit. While a visit can sometimes help, it isn't always required – especially when photographs are clear enough to assess the likely cause of damage and make a fair decision. In this case, I'm satisfied it was reasonable for Churchill's surveyor to make an assessment from the photos provided.

I've also considered the time taken to handle the claim from first notification to decline, which was around 12 days. I recognise Mr H was worried and frustrated during that time, particularly given the risk of further water ingress and asbestos concerns.

Insurers are entitled to some time to validate claims, and during named storm events it can be more difficult for them to meet their usual timeframes. Even so, I agree with Mr H that Churchill took too long. However, Churchill accepted this, apologised, and paid £50 to reflect the inconvenience caused to Mr H. I think that was a fair and proportionate response to a minor delay.

In all, while storm conditions occurred, I'm satisfied that they were not the proximate cause of the damage. The available evidence persuades me that it was fair and reasonable for Churchill to apply their exclusion for wear and tear and lack of maintenance to decline the claim. I'm also satisfied they responded fairly to the complaint.

So, I don't require Churchill to do anything further in respect of this complaint.

Once again, I'm sorry to bring Mr H unwelcome news. Although my decision won't be the outcome he and Mrs H were hoping for, I hope my explanation makes clear how I've reached it – and that it helps to bring some closure to what's clearly been a stressful experience.

My final decision

I do not uphold Mr and Mrs H's complaint. I make no award against U K Insurance Limited trading as Churchill.

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

Chris Woolaway
Ombudsman