

The complaint

Mrs S has complained that Zurich Insurance Company Ltd (Zurich) unfairly declined a claim under her home insurance policy.

Mrs S is represented for her complaint but, for ease, I will normally only refer to Mrs S because she is the policyholder.

References to Zurich include companies acting on its behalf.

What happened

Mrs S contacted Zurich to make a claim for storm damage to her property. Zurich assessed the claim, including carrying out a visit, and declined it. It said the damage was due to wear and tear. Mrs S didn't agree. Zurich arranged for a drone survey to be carried out so it could assess the claim further. Following this, Zurich again decided the damage was due to wear and tear and continued to decline the claim.

When Mrs S complained, Zurich maintained its decision to decline the claim. It said the evidence showed the damage was the result of wear and tear. However, it said there had been avoidable delays during the claim, for which it offered £700 compensation.

Mrs S complained to this Service. Our Investigator said Zurich had acted fairly when it declined the claim on the basis of wear and tear. She said the £700 compensation offered for the claim delays was also reasonable.

As Mrs S disagreed, 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.

Looking at the first question, it's my understanding that Zurich doesn't dispute there was a storm around the time Mrs S said the damage happened. I've also looked at the local weather conditions around that time and saw windspeeds of up to 52mph. The policy didn't define a storm. In the absence of a policy definition, I think it's fair to say these would be considered storm strength winds. I also think 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. Mrs S provided Zurich with a roofer report. This said:

"The property was built before the 1900s using the materials available then and the roof using slate.

The roof is the original slate roof and has dipped in several places. The gutters are broken in places and overflowing, and the slate is cracked and missing in places. Due to bad weather conditions the roof has got worse regardless of age the United Kingdom roofs are not made to survive such bad storms and the roof has been left in a bad state and Mrs [S's] roof needs to be fixed.

The lead to the abutment wall (these are the walls joining both neighbor's roof's is very old and needs replacement and new sand and cement required to make the walls good (repointing).

Ridge tiles most of them need to be re-done so best to go for the new dry ridge kit and ridge tiles.

I did note the some of the rafters were rotten and require to be strengthened.

There is no roof ventilation and for your information roof ventilation is required to limit the risk of timber decay in roof voids and to allow moisture to dissipate. Dry rot is sensitive to high temperatures (over 25 degrees C) and drying and is therefore rarely found on exposed timbers or situations where fluctuating conditions are experienced, such as in a well-ventilated roof void. Old buildings didn't have felt under the tiles or slates and thus ventilation was present. Modern or re-covered roofs have underfelt that prevents this form of ventilation. The use of insulation above ceiling reduces the temperature of the roof space and increases the risk of condensation occurring. So, this needs improvement."

Zurich also visited Mrs S's property. The surveyor's report said:

"We would advise that liability does not engage on this occasion. Based on the information provided by the roofers report, it appears that the roof was in a bad state of repair prior and the storm conditions merely exacerbated the issues. While the roofers report advises that the roofs within the UK would not withstand such storm conditions, we would not expect dipping, rotting etc from a one off] event.

Internally, there does not appear to be any staining or evidence of an ingress of water."

Looking at the survey report, I think this could have more clearly explained what the surveyor found during the visit. As part of that, although there were photos, the external photos didn't show the condition of the roof. However, I note the report considered Mrs S's roofer report and assessed that a roof dipping and rotting wasn't typical of a one-off event such as a storm. Zurich then declined the claim on the basis that the damage was the result of wear and tear. Based on the available evidence, I think Zurich's decision was fair.

When Mrs S disagreed with the decision, Zurich agreed to carry out a further survey, which used a drone. So, I've also looked at that report. This identified a range of broken and slipped roof tiles, as well as areas where previous repairs had been carried out, some of which were assessed as poor quality repairs. There were also photos to show each of the areas assessed and any issues identified. So, I think this report clearly explained the issues found and supported Zurich's position that the main cause of the damage was wear and

tear. Looking at the policy, this had a general exclusion for damage caused by wear and tear. So, I think it was fair that Zurich declined the claim.

I'm aware Mrs S has said Zurich's surveyors didn't go on the roof. It's my understanding that scaffolding would have been needed for a surveyor to do so. However, regardless of this, a surveyor isn't required to climb on a roof. It's also common for surveys to be carried out from ground level using a telescopic camera, drone or other methods. So, I don't think the way the surveys were conducted was unusual, although I've already noted the lack of detail in the first surveyor's findings.

I've also looked at whether there was any other cover under the policy that might have been relevant to the claim. Mrs S had accidental damage cover. However, the general exclusion for wear and tear also applied to this cover. So, I don't think Zurich needed to cover the claim under this part of the policy either.

When Zurich responded to the complaint, it accepted there had been avoidable delays and that it could have made the claim decision more quickly. It offered £700 compensation, which I'm aware Mrs S declined. So, I've also thought about whether what Zurich offered was fair.

I've already commented on the level of detail in Zurich's first survey, which didn't include photos of the roof itself. However, Zurich agreed to carry out a further survey. This took time to arrange, including because it was identified that a drone survey would be required. Following the drone survey, there was also a delay in providing Mrs S with the claim decision. So, from what I can see, there were avoidable delays with these aspects of the claim. I'm aware Mrs S also had to chase Zurich for updates on her claim. Zurich also accepted that it could have more clearly explained its reasons when it first declined the claim. Having thought about this, and looking at the claim as a whole, I think the £700 compensation Zurich offered was fair in the circumstances.

It's my understanding that Zurich hasn't paid the compensation because Mrs S declined it. So, it should now do so. However, I don't require Zurich to do anything else in relation to this complaint.

My final decision

Zurich Insurance Company Ltd has already made an offer to pay £700 compensation to settle the complaint and I think this offer is fair in all the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 27 August 2025.

Louise O'Sullivan
Ombudsman