

## **The complaint**

Miss Z has complained that U K Insurance Limited trading as Churchill (UKI) declined a claim she made for storm damage to her roof.

## **What happened**

Miss Z held a home insurance policy underwritten by UKI. In January 2025 Miss Z made a claim to UKI for storm damage to the roof of the property. UKI appointed a loss adjuster to attend the property and inspect the damage. Based on this, UKI declined to cover the roof damage because it said wear and tear and a lack of maintenance were the dominant cause of the damage to the roof, rather than the storm.

Miss Z was unhappy with UKI's decision on the claim, and with the service she received from its surveyor, so she approached the Financial Ombudsman Service.

An investigator looked into things but didn't think the complaint should be upheld. He said while there were clearly storm conditions, this was not the dominant cause of damage. Rather he was persuaded the dominant cause of damage was most likely wear and tear and a lack of maintenance. The investigator said the £100 UKI had already offered Miss Z for the customer service issues was enough to fairly resolve that element of her complaint.

Miss Z didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint has been passed to me to decide.

## **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, while I appreciate this will likely come as a disappointment to Miss Z, I've reached the same outcome as our investigator. I'll explain why in more detail below

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

### *Were there storm conditions?*

It's not in dispute that the windspeeds at the time amounted to a storm. These were recorded as high as 83mph which is undisputably a storm.

Is the damage consistent with storm type damage?

Miss Z made a claim for storm damage to her roof as a significant portion of the roof, and tiles, had blown off. Sufficiently strong, storm force, winds could cause damage of this nature to a roof. So, I think some of the damage Miss Z reported *could be* consistent with storm type damage. This means the answer to question two, above, is potentially yes.

However, there were other areas of reported issues with the roof such as nail rot, structural damage in the form of sagging caused by issues with the timbers, a lack of waterproof membrane and signs that the slates themselves were at the end of their natural life. These issues are not consistent with damage caused by a one off incident of storm damage.

Was the storm the main or dominant cause of the damage?

UKI declined Miss Z's claim on the basis that wear and tear and a lack of appropriate maintenance were the dominant cause of the damage. I'm aware that Miss Z has evidenced some maintenance being carried out to the roof, including the replacement of a number of tiles. But it's clear from the available expert evidence, including that of Miss Z's own roofer, that this maintenance was not sufficient.

I say this because of the issues mentioned above which were present with the roof; widespread nail rot, structural weakness to the timbers, little to no membrane present and the tiles being at the end of their useful life. These issues are supported by the reports and pictures of the roof I've seen and are issues which have clearly happened slowly over time, rather than being caused solely by the storm in question. In my view, the above issues would have weakened the structural integrity of the roof, meaning it would be more susceptible to damage in storm conditions.

Miss Z accepts there is evidence of wear and tear to the roof, but feels it's unfair that this should mean UKI can decline the claim in its entirety. She feels, at least, that UKI should be contributing to the costs, given the severity of the storm.

As already explained, in order to uphold Miss Z's complaint and decide that UKI should deal with her claim, either in full or by contribution, I'd need to be satisfied that the storm in question was the main, or dominant, cause of the damage. And while I appreciate it is disappointing for Miss Z, I'm afraid I'm not persuaded that it was. In my view, based on the available expert evidence, the storm merely highlighted the existing poor condition of the roof – which was the main or dominant reason that it failed.

In these circumstances, I don't consider that it would be fair or reasonable to direct UKI to contribute toward the repair costs. Particularly because Miss Z's policy contains clear and specific exclusions for both damage caused by wear and tear and damage caused by a lack of maintenance – which are exclusions that are common for buildings insurance policies.

I'm sorry to disappoint Miss Z, but I'm satisfied that UKI's decision to decline her claim for storm damage to the roof was in line with the policy terms and conditions and that it was fair and reasonable in all the circumstances.

Service issues

Miss Z also complained about the conduct of UKI's surveyor, including that they came a day earlier than planned which was inconvenient, and that they spoke with her rudely. And then that a later appointment was cancelled without clear communication. UKI upheld this element of Miss Z's complaint and offered her £100 compensation.

Taking into account the inconvenience and upset Miss Z has explained these issues caused, I think the compensation UKI has offered is sufficient to fairly resolve this element of Miss Z's complaint. The amount UKI has offered is in line with what I would likely have awarded had it not already made an offer, considering the impact Miss Z has described and our published guidance on awards for distress and inconvenience.

### **My final decision**

U K Insurance Limited trading as Churchill has already made an offer to pay £100 to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that U K Insurance Limited trading as Churchill should pay Miss Z £100 – if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss Z to accept or reject my decision before 2 September 2025.

Adam Golding  
**Ombudsman**