

## The complaint

Mr and Mrs H were unhappy their claim for storm damage to their property was declined by INTACT INSURANCE UK LIMITED (“INTACT”) under their home insurance policy.

## What happened

Mr and Mrs H made a claim to INTACT when strong winds caused damage to the flat roof of their property and subsequent rainfall damaged the interior of their home.

Mr and Mrs H said *“our flat roof failed during [the] storm. We had to take action as soon as possible to prevent further damage as from then on when it rained the roof further leaked. We had the repair done ourselves - we opened a case to claim on insurance and provided evidence but the claim was rejected with no acknowledgment of the storm damage. [INTACT] later acknowledged damage done in the storm but state the boards were faulty but have no evidence of this. The roof had been ok up until the point of [the] storm”*.

INTACT appointed a surveyor to review and validate the damage. He visited the property and reviewed the information provided by Mr and Mrs H’s roofer. Based upon the surveyor’s report, INTACT decided to decline the claim. INTACT said there wasn’t evidence of storm damage and said the damage was caused by a natural breakdown of materials, rather than a one-off event.

Mr and Mrs H disagreed, so they want their claim settled in full.

Our investigator decided not to uphold the complaint. She thought INTACT had declined the claim fairly in line with the policy terms and conditions and based upon the evidence available. Mr and Mrs H disagreed, so the case has been referred to an ombudsman.

## 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 don’t uphold this complaint. I know this will be disappointing for Mr and Mrs H, so I’ll outline my reasoning as to why I’ve reached this decision.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I’m likely to uphold the complaint if the answer to all three is ‘yes’. If the answer to one of the questions is ‘no’, I’m unlikely to uphold the complaint.

### Do I agree that storm conditions occurred?

INTACT didn’t really comment whether storm conditions were present at the time of the reported loss.

I've checked the weather records our service has access to and I can see there were wind gusts at the time of the reported loss of around 49mph. The policy doesn't define a storm, but winds of this strength could cause slight structural damage, so I'd say there were storm conditions. So I'll consider the next question.

Was the damage claimed for consistent with damage a storm typically causes?

No, I don't think so. When strong winds impact and damage a flat roof, sometimes you see parts of the felt ripped from the boards below. The surveyor reviewing the evidence provided by Mr and Mrs H's roofer, said there wasn't evidence of damage caused by a one-off event (i.e. the storm) and said there was evidence of felt cracking due to sub-standard materials used in the boarding below. So based on this I don't uphold this complaint, but for completeness I will consider the next question.

Were the storm conditions the main cause of the damage?

INTACT said the damage to the roof was primarily caused due to sub-standard boards being used in the construction of the roof.

I've listened to the verbal report carried out by INTACT's appointed surveyor and he's provided a confident account that the wrong material (Plywood) has been used for the boards. He said Plywood naturally absorbs water and it has moved under the felt making it crack. Based on this evidence, INTACT declined the claim.

I've checked the policy and there are two aspects INTACT could decline the claim under. The policy doesn't cover: *"any loss, damage, cost or expense of any kind directly or indirectly caused by or resulting from*

- *Any damage that occurs over time as a result of normal use or ageing including fading, corrosion, rusting, damp, decay, frost, fungus, mould, condensation or deterioration*
- *Poor or faulty design, workmanship or materials".*

As Mr and Mrs H remained unhappy with the outcome, INTACT said Mr and Mrs H could get their own report completed. However, having reviewed what the roofer said, I can also see that he confirmed that Plywood is the wrong material to be used in a flat roof and marine ply was the standard.

As I haven't seen any evidence provided that a storm caused the damage to the roof and the subsequent internal damage, I don't uphold this complaint. I think INTACT has been fair in its decision. I think there is overwhelming evidence provided by both Mr and Mrs H's own roofer and INTACT's surveyor that the primary cause of the damage was the deterioration of inferior materials used in the construction of the roof.

### **My final decision**

My final decision is that I uphold this complaint. I don't require INTACT INSURANCE UK LIMITED to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 6 January 2026.

Pete Averill  
**Ombudsman**