

## The complaint

Mr and Mrs B complain that Intact Insurance UK Limited ('Intact') unfairly declined a storm damage claim they made on their property insurance policy.

## What happened

Mr and Mrs B held a home insurance policy underwritten by Intact. Mr B contacted them in July 2024 to report damage to the polycarbonate roof panels of his conservatory. He said he had noticed that some of the panels appeared to have moved or lifted and believe this had been caused by stormy weather earlier in the year. Mr B wasn't able to provide a specific date when the damage had occurred, but he explained the damage had been reported as soon as he discovered it.

Intact arranged for the claim to be assessed, but they didn't have a local contractor to carry out a site inspection and instead carried out a desktop validation based on photographs and information provided by Mr B. Following that assessment, Intact said the movement of the panels was consistent with age-related deterioration and that, while wind may have contributed to the panels shifting, the damage was more likely than not the result of gradual wear and tear rather than a one-off storm event. Intact also said that they couldn't find any storm conditions meeting the policy's definition at the relevant time of the loss. As such they declined to cover the claim.

Mr and Mrs B were unhappy and raised a complaint. They said they did not agree that the damage was simply due to wear and tear. They were also dissatisfied that no contractor had attended their property to inspect the damage in person and said that they were receiving a poor service based on their geographical location.

Intact issued two final responses in October 2024 and November 2024. They maintained their decline of the claim based on wear and tear and there not being a one-off event. And they also outlined why they felt they hadn't acted unfairly by not sending a contractor to inspect the damage in person. But Intact did agree that there had been some service-related failings in handling the claim and awarded £200 compensation. Mr and Mrs B remained unhappy with Intact's response to their complaint – so, they brought it to this Service.

An Investigator looked at what happened but ultimately didn't think the complaint should be upheld. They said they'd reviewed weather data records closest to Mr and Mrs B's property and was satisfied there were no conditions that met the definition of storm in the policy wording. And the Investigator also said that the report from Intact's contractor outlined that the damage was likely due to underlying wear and tear, which the policy excluded. The Investigator concluded that they were persuaded Intact provided evidence to show they fairly and reasonably declined the claim based on the terms and conditions of the policy and available evidence. Finally, in relation to not sending a contractor to inspect the damage in person, the Investigator felt that Intact had acted fairly and in line with the policy's terms.

Mr and Mrs B didn't agree with the Investigator's conclusions. They identified that there had been two named storms during late March and early April 2024 that could have caused the damage and maintained that they were being treated differently to other customers because

of where they lived. Mr and Mrs B asked for an Ombudsman to consider the complaint – so, it's 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, I've reached the same overall outcome as the Investigator, and I don't uphold this complaint. I've set out my reasons below.

The relevant rules and industry guidance say Intact should handle claims promptly and mustn't decline them unfairly. Mr and Mrs B's policy provides cover for damage caused by storm – but Intact says that they were unable to identify any storm conditions around the date of loss, and that their contractor's report concluded that the type of damage Mr and Mrs B were claiming for was more likely due to underlying wear and tear. So, I've considered whether this was a fair and reasonable conclusion for Intact to reach.

As the Investigator has previously set out, when looking at a storm claim complaint, there are three issues this Service needs to consider:

- 1. Do I 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?*

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid.

Mr B hasn't been able to specify exactly when the damage to his conservatory occurred in order to consider whether it was caused by a storm. When he reported the claim, he said it was likely at the beginning of April 2024. But the Investigator considered available weather records and couldn't identify any storm level conditions on that date. In response, Mr B explained that he had identified two named storms from around that period. Storm Nelson in late-March 2024, and Storm Kathleen from early-April 2024.

I appreciate that these were storms around the date Mr B thinks the damage to his conservatory likely happened. However, even allowing for the possibility that there were storm conditions during this period, I'm ultimately not persuaded the available evidence shows that the damage happened at that time or that storm conditions were the main cause of the damage. I say this because while I can see that the type of damage being claimed for could have happened due to a storm, Intact's contractor explained that the movement was more likely due to age-related deterioration, including the loss of compression and fixings and gradual loosening over time. They concluded that this was consistent with wear and tear, which the policy excludes.

Having considered all the available evidence, I think that it was reasonable for Intact to take the contractor's opinion into consideration when reaching this claim decision. So, given the findings of Intact's contractor's report that says the damage was more likely than not caused by wear and tear, I'm satisfied Intact's decision to decline the claim was a reasonable conclusion to reach.

I've also considered Mr and Mrs B's concern about how intact handled the claim, in particular; they're unhappy that a contractor didn't attend their property to inspect the damage in person. However, insurers aren't required to inspect every claim in person, and

policies don't usually guarantee that a contractor needs to attend a property in all circumstances. Intact explained that, because of contractor availability, they assessed the claim by using a desktop validation as well as photographs and information provided by Mr B.

So, while I can understand why Mr B would have preferred to have a site inspection, I'm satisfied that Intact's validation of the claim was a proportionate and reasonable method of assessing what had happened in line with the policy's terms. Additionally, given Mr B's inability to specify when the damage likely occurred, as well as the conclusions that the contractor reached, I don't think Intact acted unfairly or unreasonably by deciding the claim without a site inspection. I can also see that Intact made an award of £200 in respect of delays in providing the claim decision to Mr and Mrs B. I've weighed up the available evidence, and the duration of the process overall. In the circumstances, I think the sum of £200 is fair and reflects the impact Intact's actions had on Mr and Mrs B – so I won't be asking them to increase this.

Finally, I can see that Mr and Mrs B raised concerns around the suitability of the policy and said that they would not expect to be treated differently to other customers just because of where they live. However, concerns about whether the policy met their expectations when they took it out, or whether relevant information should have been provided at the point of sale, would be a mis-sale complaint that Mr and Mrs B would need to raise with the seller of the policy directly. It's not something I can decide as part of this complaint as it is a separate issue.

While I recognise this is not the answer Mr and Mrs B had hoped for, I'm satisfied Intact handled the claim fairly and reasonably overall.

### **My final decision**

For the reasons given, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mrs B to accept or reject my decision before 11 February 2026.

Stephen Howard  
**Ombudsman**