

The complaint

Mr and Mrs W complain that Zurich Insurance PLC (Zurich) declined a claim made under their home insurance policy.

Where I've referred to Zurich, this also includes any agents acting on their behalf.

What happened

In January 2025, following a period of snowfall, the melting snow sliding off the roof caused damage to the guttering on Mr and Mrs W's home.

Mr and Mrs W contacted Zurich to make a claim. Due to the precarious position of the damaged guttering, and the potential for further damage or injury if it fell, Zurich agreed Mr and Mrs W could go ahead with repairs and then send them evidence of the damage and repairs to validate the claim after.

Zurich subsequently declined Mr and Mrs W's claim. They said the snowfall wasn't of the volume they'd consider to be storm conditions, so they said that an insured event hadn't occurred. Zurich also said that whilst they'd said Mr and Mrs W could go ahead with repairs, they didn't say the claim would definitely be covered.

As Mr and Mrs W remained unhappy, they approached the Financial Ombudsman Service.

One of our investigators looked into things but he didn't uphold the complaint. He said that there weren't storm conditions, so an insured peril under the policy hadn't occurred. The investigator also didn't think Mr and Mrs W had been told by Zurich that the claim would be covered.

Mr and Mrs W didn't agree and asked for a final decision from an ombudsman.

I was minded to reach a different outcome to our investigator, so I issued a provisional decision to give both parties an opportunity to comment on my initial findings before I reached my final decision.

What I provisionally decided – and why

In my provisional decision, I said:

“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 minded to reach a different outcome to our investigator, so I’m issuing a provisional decision to give both parties an opportunity to comment on my initial findings before I reach my final decision.

I’ve listened to the call that Mr and Mrs W had with Zurich. During this, Mr and Mrs W outlined how potentially dangerous the situation was with the damaged gutter, and Zurich agreed they could carry out repairs. However, whilst Zurich said it looked like it may be covered, this was subject to Mr and Mrs W providing sufficient evidence for Zurich to be able to validate the claim, rather than outlining it would definitely be covered. This was also followed up by email. So, I don’t agree that Zurich told Mr and Mrs W that their claim would definitely be covered.

Zurich subsequently declined the claim. They said the level of snowfall didn’t meet the criteria of a storm, which is an insured event under Mr and Mrs W’s policy.

When we consider 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?*

Mr and Mrs W’s insurance policy defines what Zurich considers a storm:

“A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)*; or*
- Torrential rainfall at a rate of at least 25mm per hour; or*
- Snow to a depth of at least one foot (30cms) in 24 hours; or*
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.*

*Note: * Equivalent to Storm Force 10 on the Beaufort Scale.”*

I’ve seen weather records for the area for the time the damage occurred. Whilst there was snowfall recorded, the maximum depth recorded was 14cm in a 24 hour period. Whilst the weather stations were some distance away from Mr and Mrs W’s property, I’m not satisfied it’s been shown that the snowfall reached the level defined in Mr and Mrs W’s policy.

As I can’t, on balance, conclude there was a storm, I don’t need to consider the remaining two questions outlined above. In the absence of storm conditions, a claim under the insured event of storm wouldn’t be covered.

This was the conclusion reached by Zurich and our investigator, and I don’t think that’s unreasonable. However, it appears that both Zurich and our investigator haven’t considered the wider cover under Mr and Mrs W’s policy, or whether any other insured event has occurred.

I say this because Mr and Mrs W also have accidental damage cover. Accidental damage is defined under the policy as:

*“Accidental Damage
Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.”*

I think that’s what has happened here. The snow has built up on the roof, and when it has started to melt, it has slid down and off the roof causing a section of the gutter to then collapse. I think this was an unexpected, unforeseen and non-deliberate external force, which has caused sudden damage.

Therefore, unless anything changes as a result of the responses to my provisional decision, I’ll be directing Zurich to reconsider Mr and Mrs W’s claim under the accidental damage cover under their policy, and subject to the remaining policy terms. Mr and Mrs W have already paid for repairs to be carried out, so for any cash settlement due, Zurich would need to add 8% simple interest from when the invoice was paid (subject to proof) to date of settlement.

It’s clear from the information provided that Zurich solely focussed on the insured peril of storm. And Mr and Mrs W have had to bring a complaint to this service for their claim to be considered under another part of policy cover they already had. I think that’s caused Mr and Mrs W additional and unnecessary inconvenience that could’ve been avoided, and unless anything changes as a result of the responses to my provisional decision, I’ll also be directing Zurich to pay Mr and Mrs W £150 compensation.”

So, I was minded to uphold the complaint and to direct Zurich to:

- Reconsider Mr and Mrs W’s claim under the accidental damage cover under their policy, and subject to the remaining policy terms
- To any cash settlement due, add 8% simple interest from the date the repair invoice was paid (subject to evidence being provided) to the date of settlement
- Pay Mr and Mrs W £150 compensation

The responses to my provisional decision

Mr and Mrs W responded to the provisional decision and said they had nothing further to add.

Zurich responded and agreed to reconsider the claim under accidental damage and to pay the compensation.

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.

And I’ve thought carefully about the provisional decision I reached. As neither party has provided anything in response to my provisional decision that would lead me to reach a different conclusion, my final decision remains the same as my provisional decision, and for the same reasons.

Zurich said in response to the provisional decision that they agreed to reconsider the claim under accidental damage and pay the compensation I proposed. However, they didn't specifically agree or disagree to adding interest if any cash settlement was due, which was part of the proposed direction I outlined. But in any event, I'm still satisfied that is appropriate, and it'll remain part of my direction and final decision.

My final decision

It's my final decision that I uphold this complaint and direct Zurich Insurance PLC to:

- Reconsider Mr and Mrs W's claim under the accidental damage cover under their policy, and subject to the remaining policy terms
- To any cash settlement due, add 8% simple interest* from the date the repair invoice was paid (subject to evidence being provided) to the date of settlement
- Pay Mr and Mrs W £150 compensation

*If Zurich Insurance PLC considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr and Mrs W how much it's taken off. It should also give Mr and Mrs W a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 5 September 2025.

Callum Milne
Ombudsman