

## **The complaint**

Mr and Mrs K complain about the decline of their home insurance claim by Intact Insurance UK Limited ('Intact').

Some of Mr and Mrs K's dissatisfaction relates to the actions of agents (a surveyor) acting on behalf of Intact. As they've accepted responsibility for their agent's actions, any reference to Intact in this decision should be interpreted as covering the actions of their agents.

## **What happened**

On 10 December 2024, Mr and Mrs K contacted Intact to report a claim for damage to their property (roof) following a named storm. A surveyor was sent out to help validate the claim. Mr and Mrs K had already arranged for a repair to take place. Intact declined the claim as they said a natural breakdown of materials over time had caused the damage, not a one-off storm event.

Mr and Mrs K raised a complaint and later referred it to our Service for an independent and impartial review. Our Investigator considered the complaint and she didn't recommend that it be upheld. As the dispute remains unresolved, it's been referred to me for a decision.

## **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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Our Service has a well-established approach to storm damage claims which I'll be following when considering this complaint. More details can be found here <https://www.financial-ombudsman.org.uk/businesses/complaints-deal/insurance/home-buildings-insurance/storm-damage> In summary:

- Did storm conditions occur on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with what we generally see as storm damage?
- Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?

### ***Did storm conditions occur on or around the date the damage is said to have happened?***

Mr and Mrs K and Intact agree that storm conditions (wind) were in operation at the time of loss. This is also supported by relevant weather data.

Therefore, the answer to this question is 'yes'.

***Is the damage claimed for consistent with what we generally see as storm damage?***

Based on the repairs carried out, the damage that occurred here can be summarised as roof tiles and ridge tiles being blown off, lead flashing displaced and damage to the chimney stack.

Based on experience, this is the sort of damage that might be expected to be seen following storm conditions.

Therefore, the answer to this question is 'yes'.

***Were storm conditions the main cause of the damage or were there other factors that meant the damage might have happened anyway?***

As Mr and Mrs K had already arranged a repair prior to the surveyor visiting, Intact's consideration of the damage was largely limited to photos provided by Mr and Mrs K, their surveyor's inspection/opinion and historic images of the roof available online. I find this approach reasonable.

My key findings:

- Intact's position is that there was evidence of deterioration of the mortar on the ridge tiles in online photos. Having reviewed online photos from April 2021 and June 2022 and alongside the claimed for damage, on balance, I find Intact's position to be reasonable. I note that Mr and Mrs K have said there was no visible damage to inspect in relation to the ridge tiles. As stated above, online images don't undermine Intact's position regarding the ridge tiles.
- An image provided by Mr and Mrs K (presumably taken by their repairer) of the chimney stack includes the text *'3 or 4 bricks on the chimney stack was loose you could pull them out...'* This supports Intact's position that a gradual deterioration over time has occurred. It wouldn't be expected that well maintained chimney stack would have the sort of movement described here.
- A separate photo of the lead flashing at the base of the chimney stack appears to show no mortar around at least one brick.
- The 2022 online images appear to show part of the lead flashing displaced prior to the storm event. It would normally be expected to see 'stepped' flashing from the ridge tile to the base of the chimney stack.

2022 image:



After repair:



- No evidence has been provided by Mr and Mrs K of any roof maintenance or any inspection/supporting information that it was well maintained in the years preceding the loss event. Of course, it is almost guaranteed that due to the nature of seasonal weather and the lifespan of materials, some deterioration will occur to any roof over time. But this insurance policy is not intended to be a substitute for general maintenance that a responsible property owner may be required to carry out over a period of time.

- Following our Investigator's assessment, Mr and Mrs K said: "*what I do know is that 'wear and tear' would not be applicable as the damage to the roof and ridge tiles only came to light following the storm Darragh*". But I'm not persuaded by this argument. It stands to reason that the visible damage described above was evident after the storm – but the deterioration of the condition of the roof was ongoing for some time before that. In their final response letter, Intact stated "*the weather had highlighted already existing issues with the roof, as opposed to being the root cause of them*". I find that to be a reasonable position to take.

### *Summary*

Overall, I find Intact's consideration and decline of the claim to be fair and in line with the policy terms.

There can be no doubt that Storm Darragh contributed to the damage here. But that's not the test. For Intact to be able to fairly rely on the gradual causes policy term to decline the claim, they need to show that the proximate cause was not the wind strength.

Proximate cause doesn't mean the last cause, it means the dominant, effective or efficient cause of the loss/damage. On balance, I find that because of the evidence in this complaint, Intact have shown they *can* fairly rely on the proximate cause to be gradual causes/deterioration over time rather than the damage being caused by a one-off storm event.

My decision will disappoint Mr and Mrs K, but it ends our Service's' involvement in trying to informally resolve their dispute with Intact.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs K to accept or reject my decision before 2 February 2026.

Daniel O'Shea  
**Ombudsman**