

The complaint

Miss E complained that her storm claim was unfairly declined by INTACT INSURANCE UK LIMITED ("INTACT") under her home insurance policy.

What happened

Following storms in November 2023 and January 2024, Miss E noticed water entering her home near where her balcony was positioned. She could see the balcony windows moving in the wind, so Miss E had these taken down for safety reasons.

Miss E was quoted a significant sum to have the balcony re-erected, so she decided to make a claim under her insurance policy for damage caused by the storm.

INTACT appointed a surveyor to review and validate the claim. The results from the surveyor were also reviewed by INTACT's technical team. Based on the information collected, INTACT decided to decline the claim. INTACT didn't think correctly fitted windows would fail in a storm and felt the issue was more of a design fault. INTACT also thought there was wear and tear which led to the leak.

Miss E was unhappy with how the technical team approached her claim. INTACT apologised if its approach caused offence, and paid Miss E £50 in compensation for the distress and inconvenience caused.

Miss E wants her claim settled in full.

Our investigator decided not to uphold the complaint. She thought INTACT had fairly declined the claim, she thought it has been reasonable in concluding the storm wasn't the main cause of the damage. Miss E 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 Miss E, so I'll briefly set out why I have 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?

In INTACT's final response letter, it doesn't state the weather conditions in its summary. Our service has access to weather reports, so I've reviewed these to understand the conditions at the time of when the incident was reported to have happened.

I can see in November 2023, there were gusts recorded at a strength consistent with what our service believes could cause structural damage. As INTACT's policy definition states *"a storm will involve very strong winds powerful enough to cause structural damage to homes within its path. It's usually accompanied by torrential rainfall, hail or heavy snow"*.

Therefore, I'm satisfied the wind strength could've caused some damage to the property, so I'll move onto the next question.

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

When I see storm claims involving high strength winds, I would normally expect the damage to be obvious. For example, tiles blown from a roof, felt ripped off a flat roof, debris damaging windows etc.

I've never seen a claim where high force winds had caused windows to "move", resulting in water ingress. Therefore, I'm not convinced the circumstances presented are consistent with damage caused in a storm.

Were the storm conditions the main cause of the damage?

INTACT indicated it thought wear and tear was the reason for the damage, so I've considered what evidence is available to support this. If INTACT has provided sufficient evidence, then it's likely I would say it has been fair to decline the claim as *"damage caused by normal weather conditions commonly experienced in the UK is often the result of normal use or ageing or lack of maintenance and isn't covered"* by the policy.

I've reviewed the report produced when Miss E bought the property and there are some relevant observations in relation to the windows. It said these elements *"require attention but are not serious or urgent"*:

- *"there was some evidence of cracking across the elevations of the property particularly behind the balcony there was cracking to the mortar"*
- *"The windows are of an age where ongoing maintenance and repair will be required in the form of replacement defective handles and failed glazing units etc. should be expected"*
- *"Some of the lintels to the windows are exposed and are showing some signs of corrosion"*.

I haven't seen evidence that these defects had been remedied ahead of the storms, so I think this supports INTACT's view of some wear and tear.

I've also read the report provided by INTACT's contractor who was providing further validation of the claim. The report stated:

"Once the balcony glass was down, Miss E had her builder look at it. He had a work colleague who came and resealed it and laid new tiles down. Since that new seal and tiles have been fitted it has stopped the water coming in and dried out the entrance hall and garage area".

The report went on to say “[the builders who took the balcony down] have quoted a very high price to reinstate it”.

The report continued “[Miss E] has also noted that the windows in the lounge area have black mould around the seals and water comes in through the seals on the windows. This is when it’s raining, she said her builder told her that all the seals have gone”.

Also “her builder has said the windows were fitted correctly and he pointed out the seals have gone on the window and all of them have cracked and gone both inside and out. The mortar outside has cracked away and the plaster inside also cracked around the windows inside. It is 8 in total across the front which get the brunt of any storm”.

I think this provides further evidence of wear and tear. The seals being replaced stopped the water ingress. This is a maintenance issue on the house and something the homeowner is expected to have done to minimise damage to the property. Therefore, I think INTACT has been fair in declining the claim. I don’t think its likely the storm was the main cause, its more likely the storm highlighted defects in the property that hadn’t been fully maintained.

It’s not clear whether Miss E found the £50 compensation offered by INTACT to be fair for the experience she had with one of its contractors. However, I don’t have evidence one way or the other to comment on this, so I won’t consider this point any further.

My final decision

My final decision is that I don’t 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 Miss E to accept or reject my decision before 4 November 2025.

Pete Averill
Ombudsman