

The complaint

Mr and Mrs M complained their claim for storm damage was declined and were unhappy with the general handling of their claim. Zurich Insurance Company Ltd ("Zurich") were providing the home insurance policy.

What happened

Mr and Mrs M made a claim to Zurich when bad weather caused water to leak through their roof and inside the property.

Zurich appointed a surveyor to review and validate the damage. The process didn't run smoothly. Zurich ignored a quote that Mr and Mrs M had provided from their builder. Zurich also accidentally relied upon a previous report from a historic claim in 2023, which resulted in it offering to settle this claim for £882 less the policy excess.

Finally, Zurich attended the property to review the damage but couldn't see evidence of storm damage. It didn't think the damage that was visible in 2023 had been properly repaired, so it declined the claim as it said there was signs of gradual damage and a lack of maintenance to the property.

Zurich hasn't withdrawn the settlement offer it made. Zurich has also offered £650 in compensation for the poor way the claim has been handled and the delay in the outcome.

Mr and Mrs M think the claim has been declined unfairly and want it settled in full.

Our investigator decided not to uphold the complaint. She thought Zurich had fairly declined the claim based upon the evidence available and it had done so in line with the policy terms and conditions. She thought the compensation paid was fair. Mr and Mrs M 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 M, so I'll outline my reasoning for reaching 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?

Zurich didn't comment on whether it thought there was a storm. I can see there was heavy rainfall of over 30mm on one of the days leading up to the reported incident, so I'd agree a storm occurred. Although, there was no evidence of strong winds. So, I've considered the next question.

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

It's unusual for heavy rain alone to cause damage, it's more usual for strong winds to be the main cause of any damage, which then allows rainwater to enter a property. A well-sealed building won't let water in. There isn't any evidence of storm related damage, such as tiles blown off the roof, so no I don't think the damage was consistent with what a storm typically causes.

As I've answered "no", it's unlikely that I'd uphold this complaint, but as Zurich as provided further evidence, I will consider the next question for completeness.

Were the storm conditions the main cause of the damage?

Zurich said the damage was declined as it thought the damage had happened gradually and it thought previous damage hadn't been repaired properly, rather than the damage been caused due to a one-off event.

Zurich has provided details from the policy:

"Page 12, Section 2 Your Home Insurance Cover.

Important note: This home insurance policy is designed to insure your property against loss or damage. It does not cover the maintenance of your home or the cost of wear and tear such as replacing sealant/grout, repointing brickwork or general roof maintenance.

You should always keep your property in good repair and take reasonable steps to avoid loss or damage.

Page 22 Exclusions which apply to your buildings, contents and personal possessions cover

7. Any claim or damage resulting from:

- *gradual causes including deterioration or wear and tear;*
- *faulty design, materials or workmanship"*

Therefore, if Zurich has shown there has been gradual causes and poor workmanship then I'm unlikely to uphold the complaint.

Zurich said :

"Following receipt of our regional Surveyor's report, it has been found the damage suffered does not fall within the items covered under the terms and conditions of your policy and that the loss is because of faulty workmanship.

Our surveyor has completed an inspection of the property and has confirmed that the roof was repaired previously, and you can see evidence of repairs to the roof, however in our professional opinion, these works have not been done to a good standard. Flash bands have been applied over a couple of tiles and been applied to the lead valley, the ridge tiles and the sides of the valleys have been surface pointed too. These repair methods are temporary and not a permanent repair, resulting in the repairs failing over time as can be seen.

Following a review of the previous storm claim from 2023, we are aware that the roof was also not covered due to wear and tear. We would recommend moving forward that you take steps to ensure the longevity of your roof through constant maintenance and repair. We

would expect that by taking these actions your roof would provide more protection for your property".

For completeness, I've reviewed the surveyor's report. Zurich's summary is consistent with the observations made by the surveyor. I've also reviewed the photographs that were also provided of the roof, and I can see the roof is in a poor condition. The mortar on the ridge tiles is perished as are the valleys. There is flash bands visible and the roof is covered in moss. I don't think this roof has had much maintenance and it's likely it would allow water to leak through.

Zurich has said as it offered the settlement of the roof in error (£882 less the policy excess), it was happy to stand by the offer as a gesture of goodwill. I think this is fair and Mr and Mrs M can contact Zurich and accept this money if they wish.

Zurich has offered £650 in compensation due to the poor handling of the claim – the delays caused by them using the wrong information. Whilst I appreciate this was frustrating, given the poor condition of the roof, I think it was likely the claim was always going to get declined. So, I think this offer of compensation is reasonable for the distress and inconvenience caused. If any of this remains unpaid, Mr and Mrs M can contact Zurich to accept this and ask it to be paid. However, as I think Zurich has made amends for things it did get wrong, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Zurich Insurance Company Ltd to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and Mr M to accept or reject my decision before 29 December 2025.

**Pete Averill
Ombudsman**