

## The complaint

Mr W complains about the service provided and repudiation of his home insurance claim by U K Insurance Limited trading as Privilege Insurance ('UKI')

Some of Mr W's dissatisfaction relates to the actions of agents acting on behalf of UKI. As UKI have accepted responsibility for their agents' actions, in my decision any reference to UKI can be interpreted as also covering the actions of their agents.

## What happened

Mr W's property suffered damage during a named storm (Eowyn) in January 2025. He notified UKI and made a claim against his home insurance. UKI declined the claim on 18 March 2025. They said the damage occurred due to poor design/workmanship and not excessive storm force winds.

Mr W made a complaint and UKI partially upheld it. They maintained the claim decline but accepted there had been service failings when responding to the claim. They offered Mr W £50 compensation.

As Mr W remained unhappy, he referred his complaint to our Service for an independent review. Our Investigator considered the complaint and recommended that it be upheld. UKI didn't accept the recommendations and the complaint has been referred to me for a final 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.

When considering this complaint, I'll be following our Service's well-established approach to storm damage claims. 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?*

It's not in dispute that a storm occurred on the date of loss. I say this because this damage occurred during a historic named storm <https://www.metoffice.gov.uk/blog/2025/a-look-back->

on-storm-eowyn. On the date of loss, there were yellow and amber wind warnings in place for the risk address region.

The policy terms don't clearly define what wind speeds UKI would consider to be a storm. I've also kept in mind our Service's approach to this type of complaint.

UKI said that windspeeds no higher than 47mph were recorded on the date of loss and this would've been insufficient to cause the damage claimed for. Mr W has also described the elevation of his property. In terms of wind speed data, I'm most persuaded by the third-party expert weather data which uses a whole range of data points and other methodology to give an indication of likely weather conditions at a specific location/post code within the UK. That data shows peak wind gusts of 62mph around the time and date of loss.

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

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

The damage being claimed for here is a barge board which came away from Mr W's property and broke into several pieces. I'm satisfied the damage being claimed for would be consistent with typical storm damage following winds of this speed. I say this having referred to the Beaufort scale and the type of damage that might be expected <https://www.rmets.org/metmatters/beaufort-wind-scale>.

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?*

UKI say the proximate cause of the damage was poor design/workmanship. They've relied on their surveyor's report which concluded the issue has been caused by not enough fixings (top and bottom). The same report pointed to no signs of damage to neighbouring properties. UKI also said that the barge board wouldn't have broken into small pieces.

The roofer that fitted the roof (shortly before the damage occurred) has said the work was carried out as per manufacturer recommendations.

I've thought carefully about what both parties have said and below are my key findings:

- I find the design of the bargeboard meant it was secured at the top, in the middle of the barge board and at the end. I don't find this unusual and it's not clear what UKI mean about securing the bottom – as the only point to secure to would be the gable of the house. There is nothing particularly unusual about the design used here and it is common across the UK. No evidence has been provided at all by UKI that the affected area wasn't fitted as per the manufacturer's recommendations.
- The barge board on the right hand side remained in place. UKI say this supports an issue with the damaged section, but instead I find it supports there wasn't a design/workmanship issue – rather very strong gusts of wind affected the damaged barge board due to the angle of the wind and the property.
- UKI may well be correct that neighboring properties didn't suffer damage, but in my opinion, they are of varying heights and designs and not directly comparable. In any case, I'm only considering the claim Mr W has made for damage to his property.
- UKI have referred to the barge board breaking into pieces rather than remaining intact. Based on experience, damage of this nature following wind gusts of this speed can result in the breaking up that has occurred here. This can be explained by the barge board breaking away in pieces or breaking away in larger pieces and breaking up following impact with the ground.

On balance, I find it more likely than not that the storm conditions *were* the proximate cause of the damage that has occurred here.

### *The service provided*

I find that UKI have caused avoidable distress and inconvenience when responding to this claim. They previously offered Mr W £50 to recognise service issues. I find this doesn't go far enough to recognise the failings and impact on Mr W.

I've also noted that UKI had another opportunity to review the claim after the complaint was referred to our Service and focused instead on the workmanship/design rather than take into account the wind speed information which our Investigator shared with them.

Having carefully considered what has happened and our published guidelines on these types of awards, I find the total of £200 recommended by our Investigator to be fair, reasonable and proportionate.

### **Putting things right**

U K Insurance Limited trading as Privilege Insurance need to:

- Reconsider the claim in line with the remaining policy terms.
- Pay Mr W a total of £200 compensation to recognise the service provided when responding to this claim. Any compensation already paid for service failings can be deducted from this total figure.

### **My final decision**

My final decision is that I partially uphold this complaint. Subject to Mr W accepting my decision before the deadline set below, I direct U K Insurance Limited trading as Privilege Insurance to follow my direction as set out under the heading '*Putting things right*'.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 5 January 2026.

Daniel O'Shea  
**Ombudsman**