

The complaint

Mrs G complains that U K Insurance Limited trading as Direct Line ('UKI') declined her claim for storm damage under her home insurance policy. She's also unhappy with the settlement offered for internal damage.

What happened

The following is intended as a summary of key events.

Mrs G held a home insurance policy underwritten by UKI. She contacted them to make a claim under her policy for storm damage and said roof tiles had been blown off, allowing water into the internals of her property.

UKI considered the claim but said they would only consider paying for internal damage and not the roof itself. In respect of the roof damage, UKI said they sent a surveyor to the property several weeks after the event who reported that Mrs G's roof was in a poor state of repair with cracked and broken slates as a result of gradual deterioration over time. UKI said Mrs G's policy terms explained they wouldn't cover any damage caused gradually.

In respect of internal damage, UKI said their supplier had reviewed the damage and offered a settlement of £636.38, because Mrs G didn't want to use UKI's contractors. They said as per Mrs G's policy wording, where a customer wanted to cash settle a claim, they would only pay what it would have cost UKI to repair the damage using their own suppliers and therefore the amount she received may be lower than the cost charged by Mrs G's own suppliers.

Mrs G didn't agree with UKI's response to her complaint. She said she disputed UKI's surveyor's findings and said he had refused to go up the scaffolding in place and instead took photographs of parts of her property unrelated to the claim. Mrs G then brought her complaint to this Service for us to consider.

An Investigator looked at what had happened but didn't think the complaint should be upheld. He said UKI hadn't declined the claim due to the weather conditions not being severe enough, and he felt the type of damage was consistent with the type of damage a storm usually caused. But the Investigator was satisfied UKI had shown Mrs G's roof was in a poor state of repair, so any damage was due to gradual deterioration and not a one-off event. And in relation to the internal damage, the Investigator felt that UKI had acted fairly by paying a cash settlement in line with their own contractor's rates, because Mrs G didn't want to use UKI's own contractors to carry out the works.

Mrs G didn't agree with the Investigator's outcome, and she provided copies of repair invoices which she said demonstrated she'd had her roof inspected and repaired over a period of several years. She also said her property was by the coast and winds were stronger there. And she pointed out that another roof claim was accepted without difficulty. The Investigator considered this new evidence but said it didn't change the conclusion he'd reached.

Mrs G remained unhappy with the Investigator's second outcome. She asked for an Ombudsman to consider the complaint – so, it's been passed to me to decide.

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've reached the same overall conclusion as the Investigator, and I don't uphold this complaint.

I'd like to start by reassuring Mrs G that I've intentionally summarised the background to this complaint, so not everything that's happened or been argued is set out above. So, while I've read and considered everything that's been provided; I haven't commented on each and every point made, or piece of evidence provided. This isn't meant as a discourtesy; it simply reflects the informal nature of this Service. Therefore, I won't repeat the background of this complaint, as the circumstances are well known to both parties. Instead, I'll focus on giving the reasons for my decision.

This complaint is focused on two main points. The first is on UKI's exclusion of cover for the external damage to Mrs G's roof, and the second is in relation to the cash settlement offer for the internal damage. I'll consider each aspect of the complaint in turn below, for ease of reference.

Storm damage roof claim

Mrs G's policy provides cover for damage caused by storm. And the relevant rules and industry guidance say UKI should handle claims promptly and mustn't decline them unfairly. UKI says they declined cover for Mrs G's roof as their evidence suggested it was in a poor state of repair and nearing the end of its natural lifespan. And they didn't think the weather conditions were the main cause of the damage. So, I've considered whether this was a fair and reasonable conclusion for UKI to reach.

When looking at a storm claim complaint, there are three issues I need to consider:

- Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

In relation to point one, UKI has said that while they don't agree storm conditions were present, they do agree there was bad weather around the date of loss. However, they believe that, regardless of the weather, there were other factors that caused the damage.

The policy terms and conditions do not include a definition of storm, either in terms of wind speeds, rainfall, snow, or other weather. So, the usual approach this Service takes when considering a declined storm damage claim is for me to first consider whether I think storm conditions occurred, and whether the damage claimed for is consistent with damage a storm typically causes. However, I don't consider it necessary to make a finding on whether there was a storm or not, or whether the damage claimed for was consistent with a storm, given the other factors within this complaint. This is because I'm ultimately not persuaded that it can be shown the weather experienced was the main cause of the damage claimed for.

UKI's position is that Mrs G's roof was already in a poor state of repair. I find that the photos are supportive of this conclusion, as they show slipped tiles, cracked mortar, missing lead flashing, and decayed felt. The surveyor concluded that the roof was at the end of its lifespan, and I don't think this was an unreasonable conclusion for UKI to reach, based on the available evidence.

In respect of the yearly maintenance reports Mrs G has provided, I note that two of them report that cracked tiles were replaced, and while Mrs G's maintenance records say the ridge-tiles were re-pointed in 2023; UKI says the photos in their report show these tiles are missing. They concluded that the regular works Mrs G had carried out each year were supportive of the overall poor condition of the roof of the property, and that it was coming to the end of its lifespan.

Again, based on the available evidence I've considered, I don't think this was an unreasonable conclusion for UKI to reach. Additionally, UKI has pointed out that the internal damage reported is consistent with water ingress being ongoing for some time and not a one-off event. Their surveyor's report photos show multiple areas of paper blistering, black mould and plaster breaking away from the wall.

Ultimately, I'm persuaded that the photographs do support the surveyor's conclusion of areas of inadequate maintenance. And I think it's fair for UKI to consider this to be evidence of the damage being as a result of gradual deterioration, and not a one-off event. It therefore follows, that while I recognise this will disappoint Mrs G, I can't fairly conclude it was unreasonable for UKI to say the damage wasn't covered under the terms of the insurance policy.

Internal damage

I can see UKI accepted the claim for internal damage and offered a cash settlement of £636.38. Under the policy's terms, UKI can either instruct their own contractors or make a cash settlement calculated based on their own supplier's rates. Mrs G didn't want to use UKI's own contractors to complete the works, which is why UKI's settlement was based on their own rates. I appreciate Mrs G says this settlement isn't enough to cover the cost of repairs, but we generally think it's fair for an insurer to base a cash settlement on their own network rates where they have given their customer the chance to be indemnified but the customer didn't want to use that option. So, because Mrs G requested a cash settlement instead of using UKI's own contractor network, I don't find that their offer is unfair or that they acted unreasonably.

Conclusion

I appreciate my decision will be disappointing to Mrs G. And I don't underestimate the emotional and financial impact this event would have caused her, especially given the health conditions and financial pressures she has described. I also recognise she feels she acted quickly to protect her property and feels let down after many years of paying her insurance premiums. But ultimately, my role is to decide whether UKI acted fairly and reasonable and in line with the policy's terms. Having done so, and for the reasons I have given, I am satisfied that they did.

My final decision

For the reasons I have given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 4 November 2025.

Stephen Howard
Ombudsman