

The complaint

Mrs J and Ms J complained that U K Insurance Limited (“UKI”) unfairly declined a claim for storm damage to their roof, and for internal damage to a ceiling, under their home buildings insurance policy.

Mrs J and Ms J are represented by Mr J in their complaint. I’ll refer to Mr J in my decision for ease.

What happened

Mr J said his property was damaged during the name storm Darragh between 6 and 8 December 2024. He said damage was caused to the roof and internally to a ceiling and a piano due to rainwater ingress. Mr J made a claim to UKI. It sent a surveyor to inspect on 16 December. A further inspection took place in March 2025 for damage that was noticed to a bedroom ceiling.

UKI accepted the claim for damage to the ceiling above the piano, and for the damage to the piano. But it declined the claim for the bedroom ceiling and for the roof. Mr J complained to UKI about this. The business responded to say there was no evidence the damage was the result of a storm or that it fell within an accidental cause. So, it maintained its decline decision.

Mr J referred his complaint to our service. Our investigator didn’t uphold it. He agreed there was evidence to show storm force winds around the time the damage occurred. But he didn’t think a storm was the underlying cause of the damage.

Mr J didn’t accept this outcome and asked for an ombudsman to consider his complaint.

It has 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’m not upholding Mr J’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

The contents aspect of this complaint, concerning the piano, has been considered under a separate reference. I won’t be reconsidering this here. Similarly, cover was provided for the damaged ceiling above the piano. So, I needn’t comment on this either. My focus here is on whether UKI treated Mr J fairly in its decision to decline cover for the damaged roof and bedroom ceiling.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we 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 damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at weather records from the time storm Darragh hit the UK. Wind speeds up to 61mph were recorded around 10 miles from Mr J's property. Maximum hourly rainfall was recorded at 5.4mm. These conditions were experienced on 7 December 2024, which coincides with the information Mr J provided in his claim.

I can't see that Mrs J and Ms J's policy provides a definition for a storm. But wind speeds of this magnitude are generally accepted to be storm force. Albeit the rain experienced was some way below what is considered to be a rain storm.

UKI doesn't dispute that storm force winds were experienced around the time of Mr J's loss. So, based on this information the answer to question one is yes.

Damage to roofs and damage internally due to rainwater ingress is fairly typical of damage caused by a storm. So, the answer to question two is also yes.

The final point I need to be satisfied with is that a storm was the underlying cause of the damage. To understand more I've read the surveyor's comments from the inspections arranged by UKI. I've also listened to the audio records he made.

The audio records confirm that no storm damage was visible to the roof. The surveyor referred to deteriorated mortar, a gutter that was full of debris, and one slipped tile. He didn't attribute this to the storm. The surveyor referred to winds pushing on a lead apron and that wind had pushed rain against the apex of the roof. He concluded there was no sign of storm damage for cover to be engaged under the policy terms.

The surveyor didn't comment on the bedroom ceiling damage. I understand this was highlighted to UKI later on. From the inspection in March 2025 the surveyor said the cracking to the bedroom ceiling was not the result of rainwater ingress. He noted evidence of filler that had been applied around the light fitment. The surveyor concluded that the damage claimed in this room wasn't consistent with a storm cause.

I've looked at the photos provided. I can't see any clear evidence of storm damage to the roof. The pre-existing issues are as described by the surveyor. The bedroom ceiling cracks do not show any signs of water staining. Whereas the ceiling above the piano clearly shows where rainwater has entered and caused the damage. This reasonably supports the surveyor's findings that the bedroom ceiling wasn't damaged by a storm, as there is no staining from rainwater ingress.

I find the information from UKI's surveyors persuasive. I'd expect to see signs such as broken, dislodged, and fallen tiles – if storm force winds were responsible for the damage. The repairs Mr J arranged was to replace felting and battens across large sections of the roof. I note the calculations he set out to show how a lifting force could have damaged the roof. But I'm more persuaded by UKI's surveyor's findings. Namely that storm force winds allowed some rainwater to be blown through internally causing the ceiling damage in the piano room. But any repairs to the roof are the result of damage due to gradual causes, not a one-off storm event.

Mrs J and Ms J's policy does not provide cover for gradual causes. And as I'm not satisfied that a storm was the underlying cause of the damage, the answer to question three is no. This means UKI can reasonably decline the claim for storm damage to the roof and bedroom ceiling. So, although I'm sorry that Mrs J and Ms J's home was damaged, I can't fairly ask UKI to do anymore.

My final decision

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 J and X to accept or reject my decision before 15 May 2026.

Mike Waldron
Ombudsman