

The complaint

Mr S has complained that Intact Insurance UK Limited (Intact) unfairly declined part of a claim under his home insurance policy.

What happened

Mr S made a claim for storm damage to his property. Intact assessed the claim, including sending a surveyor to assess the damage. It then declined the claim for the external damage. It said the damage was due to wear and tear, which wasn't covered by the policy.

When Mr S complained, Intact maintained its decision to decline the claim for the external damage. So, Mr S complained to this Service. Our Investigator didn't uphold the complaint. She said although there was a storm, she was persuaded by Intact's evidence that the damage was the result of wear and tear. So, she said it was fair for Intact to decline the claim because this wasn't covered by the policy.

As Mr S didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, it isn't in dispute that there was a storm around the time Mr S found the damage. Weather reports also showed windspeeds of up to 83mph, which would be considered storm strength. I also think a storm could cause damage to a roof and guttering, although less commonly to a back door. But, overall, I think the answer to the first two questions is yes.

So, I've thought about the third question, which is about whether the storm was the main cause of the damage. A surveyor visited and assessed the damage. So, I've looked at what was found. The surveyor's assessment was mainly in a voice note. This explained that it was a slate roof and that, using a pole camera, historical movement had been found. The surveyor said there was evidence of movement and that where the tiles had moved, the board was visible underneath and its fixings were starting to rust and the board itself was starting to break up at the edges. The surveyor said this showed deterioration of the timber. In terms of the roof itself, he said there was green grass or moss growing out of it and it was in need of general maintenance. The fascia board was also rotting where the gutter had

come off. There was also moss growing under the tiles in that area. At the front of the property, tiles had also come off. The felt was visible underneath and had moss growing on it. The surveyor said all the damage was the result of deterioration, maintenance and the age of the roof, rather than the storm.

I also looked at the photos and could see plants growing between some of the tiles, moss under some of them, rusted nails and rotten and deteriorated wood/ fascia boards. So, I think the surveyor's assessment was supported by the photos and this showed pre-existing issues with the roof and the guttering. I think it was fair for Intact to decide this was the main cause of the damage to the roof and guttering, rather than the storm. I've looked at the policy terms and conditions and this said there wasn't cover for damage that happened over time as a result of ageing, including fading, corrosion, rusting, decay or deterioration. So, I think it was fair that Intact declined to cover this damage.

When it responded to the complaint, Intact also considered damage Mr S said had happened to the back door. He said it was no longer aligned and that this was due to the storm. Intact decided it wasn't storm related and that it was a maintenance issue. It's my understanding that Mr S raised the back door with Intact while it was looking at the complaint. Based on the information provided, I think Intact's assessment was reasonable. If Mr S thinks there is evidence to show the damage to the door was because of the storm, he should provide this to Intact so it can consider it.

Intact accepted the internal damage to the bathroom was caused by the storm. So, I haven't considered that damage any further.

Based on everything I've seen, I think it was fair that Intact declined the claim for the damage to the roof, guttering and back door. As a result, I don't uphold this complaint or require Intact to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 7 January 2026.

Louise O'Sullivan
Ombudsman