

The complaint

Mrs W and Mr W complain that The Salvation Army General Insurance Corporation Ltd ('Salvation Army') unfairly declined a storm damage claim they made under their property insurance policy.

Mr W has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr W" throughout this decision.

What happened

Mr W held a property insurance policy underwritten by Salvation Army. He reported a claim to them in December 2024 and said his tenant had advised severe weather had blown the roof off the property's conservatory.

Salvation Army considered the claim but ultimately declined to cover it. They said while they accepted there had been storm conditions around the date of loss, the damage Mr W was claiming for appeared to be the result of general wear and tear and gradually operating over a period of time, as opposed to a one-off single event. Mr W disagreed and raised a complaint, but Salvation Army maintained their decline of the claim. Mr W then brought the complaint to this Service.

An Investigator looked at what happened but ultimately didn't think the complaint should be upheld. She said she'd reviewed weather data records closest to Mr W's property and was satisfied recorded windspeeds would meet the policy definition of a "storm." She was also satisfied the type of damage being claimed for would be the type a storm caused. But the Investigator felt the available evidence did not demonstrate the storm was the dominant cause of the damage and instead was more likely due to poor maintenance of the property. So, the Investigator concluded that Salvation Army hadn't acted unfairly in declining Mr W's claim.

Mr W did not agree with the Investigator's conclusions. He provided his own evidence from a general building contractors which he said confirmed the property was structurally sound and the main cause of damage was the storm, as well as references from other tenants confirming he took his repairing obligations seriously as a landlord.

Mr W 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 outcome as the Investigator, and I don't uphold this complaint.

I should explain from the start that I won't be repeating the entirety of the complaint history here in my decision or commenting on every point raised. Instead, I've focussed on what I consider to be the key points I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service and our key function; to resolve disputes quickly, and with minimum formality. However, I want to assure both parties I've read and considered everything provided.

The relevant rules and industry guidance say Salvation Army should handle claims promptly and should not decline them unfairly. Mr W's policy provides cover for damage caused by storm – but Salvation Army says the condition of the property was poor and they say damage was due to wear and tear and not a one-off storm event. So, I've considered whether this was a fair and reasonable conclusion for Salvation Army to reach.

The usual approach this Service takes when considering a declined storm damage claim is to consider whether storm conditions occurred, whether the damage claimed for was consistent with damage that a storm typically causes, and whether storm conditions were the main (or dominant) cause of the damage.

The policy terms and conditions provide the following definition of storm:

“damage to property caused by one single event of extreme or violent weather conditions such as: (a) damage caused by high winds, (b) damage caused by water inlet due to structural damage caused by high winds, (c) damage caused by excessive hailstorms.”

The term doesn't explicitly define a “storm” in terms of wind speeds, rainfall, snow, or other weather. However, I've considered the available weather data for this claim, and I am satisfied that there were weather conditions which would fairly meet the policy's definition of a storm around the date of loss. I'm also satisfied that the type of damage Mr W claimed for is consistent with the type of damage a storm would usually cause. That means I will focus the remainder of my decision on question three; which is to consider whether the available evidence shows the storm was the dominant cause of the damage. But having carefully weighed up the available evidence I don't think I can fairly say that it was.

The main piece of evidence Salvation Army has relied on is a report they commissioned which inspected the damage following Mr W raising the claim. That report made the following findings and conclusions:

“Our surveyor has attended the property and noted it is in extremely poor condition...noting extensive damage within and around the property”.

“Bad weather conditions appeared to have highlighted pre-existing issues with the Conservatory however during the weather event the roof has come off... damage has potentially been made worse due to weather conditions but wear and tear coupled with neglect of the property also play a big part...”

The report also contained photos from the inspection which I think are supportive of the findings in the report.

In response, Mr W provided his own evidence in the form of a statement from a general building contractor and statements from his tenants. The statement from the contractor said that *“In my opinion the structure as a whole was not affected by a lack of maintenance but by a freak extremely damaging storm...This was not your run of the mill storm, probably one of the worst I have encountered.”* The statements from Mr W's tenants outlined that any

concerns they raised were responded to promptly and that all repairs were carried out quickly and to a high standard.

I've considered all of the evidence very carefully, and I am ultimately required to decide which evidence I am more persuaded by. In this instance, I am more persuaded by the conclusions reached in the inspection report relied on by Salvation Army, which highlights findings of poor maintenance supported by photos. I also think it's important to note that the statement from Mr W's contractor is less persuasive as it is largely conclusion-based and doesn't explain, with supporting evidence, how the storm alone would have caused the damage to a conservatory in good overall condition.

Ultimately, I find that the available evidence shows that the damage was more likely than not caused by general wear and tear rather than a one-off storm event, which likely highlighted an underlying maintenance issue. It follows I'm satisfied Salvation Army's conclusion, that the weather conditions weren't the main cause of the damage, was a reasonable one to reach.

For completeness, I can confirm I have not made a specific finding in relation to the further reason to decline Mr W's claim on the policy's "Duty of Care" condition, given my findings above, which entitle Salvation Army to decline cover in any event.

My final decision

For the reasons I've outlined 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 Mr W and Mrs W to accept or reject my decision before 11 March 2026.

Stephen Howard
Ombudsman