

The complaint

Mrs S and Mr T complain that Allied World Assurance Company (Europe) dac has unfairly declined a claim made for damage to their rental property.

What happened

Mrs S and Mr T notified their insurer of damage to their property at the end of April 2025. When the notification of loss was made, they say the damage happened around the 12 December 2024. The damage had already been repaired when Mrs S and Mr T notified Allied of the loss.

Allied investigated the claim and declined it in early May 2025. It said based on the evidence provided, it didn't think the damage claimed for was caused by storm and instead it felt this was more consistent with wear and tear.

Mrs S and Mr T challenged the decision and Allied asked for additional information as well as interviewing Mrs S and Mr T. However, in late August 2025, Allied maintained its decision to decline the claim. It said it did not believe the damage claimed for was consistent with storm damage and Mrs S and Mr T had been in breach of the policy conditions which required them to notify Allied of any claim within 30 days of the loss. The claim was made around 4 months after the damage was noted and because of this, it didn't think it needed to provide the cover, even if its concerns about the cause of the damage were not present. It also said inspections of the property hadn't been completed inline with the policy expectations either and this was another breach of the policy terms.

Mrs S and Mr T complained about the claim process and decision. Allied said it felt some delays had been added to the process and it was sorry this slowed down its answer. It offered to pay Mrs S and Mr T £150 to recognise these failings but it maintained its claim decision had been fairly reached and this was not changed.

Our investigator looked at this complaint and didn't think Allied needed to do anything else. They set out our established approach to storm damage claims and explained why they were satisfied it hadn't been shown that storm was the main or dominant cause of the damage to the roof. They also felt Allied was fair to rely on the policy term which required Mrs S and Mr T to notify it of a claim within 30 days. This is because the delay in the claim being notified meant Allied had lost the chance to inspect the property and the damage claimed for, this prejudiced its position and it was fair to decline the claim because of this.

They considered if Mrs S and Mr T were in breach of another policy condition which required regular inspections of the property, but they didn't think this had any material impact on the claim decision as it hadn't been shown there was storm damage. So the claim was fairly declined because of this and the other points didn't detract from it.

Our investigator agreed the compensation amount offered was fair and reasonable. While Mrs S and Mr T were unhappy about the claim process and being interviewed, they didn't think Allied had done this with the intention of causing distress and it was fair for it to investigate the claim and look to validate it. There was some delays added but the award

made was fair to recognise this and Allied didn't need to do anything else.

Mrs S and Mr T disagreed with the investigators opinion and explained why there had been a delay in the claim being raised. But our investigators opinion remained unchanged and with the claim being fairly declined because of the storm damage not being evidenced, they didn't think the delay or maintenance clause not being complied with had a bearing on the claim decision.

Mrs S and Mr T disagreed with our investigator and the complaint was referred for 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.

I've decided not to uphold this complaint, for much the same reasons as our investigator. I appreciate Mrs S and Mr T will be disappointed by this, but I'll explain why I don't think Allied needs to do anything else now.

The crux of this complaint is whether a fair claim decision has been made by Allied and alongside this, whether it has handled the claim fairly when reaching this conclusion. I'll deal with each in turn and in doing so, have focused on what I believe are the most relevant details and may not comment on everything which has been raised, but have considered everything when reaching this decision.

Claim decision

Allied has declined this claim because it doesn't think the damage claimed for has been evidenced as being caused by storm and because there is concerns about the terms of the policy being complied with.

Whether there is or isn't damage claimed for which can fairly be said to be storm damage is the first question that needs to be answered, it follows that if there is not, whether the policy terms have or have not been followed becomes irrelevant as there is no insured peril.

This Service has a defined approach to storm damage complaints and deciding whether or not the business has fairly declined the damage and claim. Three questions, if all answered 'yes' would demonstrate there has been storm damage and we'd expect the business to consider the claim under this peril.

The questions we consider are:

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?

Storm is defined within Mrs S and Mr T's policy and our investigator has set this out within their view, so I won't repeat this here. The date of the damage and when this occurred is not entirely clear from the timeline of events. As well as the notification of loss being made a number of months after the damage was discovered and repaired, the exact date of the damage and storm is vague. However, there appears to be some acceptance that within the period of time set out by Mrs S and Mr T, that there were conditions consistent with a storm

and although with some caution, I think question 1 can be answered as a yes.

The pictures show an area of tiles around the chimney stack have been replaced and slipped or moved tiles from a roof is damage that could be considered as consistent with storm, so I agree question 2 can also be answered as yes.

However, what is not clear is whether the storm was the main or dominant cause of the loss. Mrs S and Mr T have said the builder who completed the repair is now retired and cannot provide any further comment on the cause, but they confirmed verbally when the damage was repaired, that storm was the cause of the damage. I appreciate Mrs S and Mr T have explained why they feel this supports question 3 should be answered as yes, but I don't think this is enough to rely on.

As I've said, the exact date of the event that caused the damage is not clear and there is caution applied when accepted in the first instance there was storm conditions on or around the time the damage was said to occur. The photos of the roof provided show the repair to be a patch repair and the surrounding existing slates on the roof have moss coverage in place and look to be aged. With this and the opinion of Allied on the underlying condition of the property, I don't think it is fair to say storm is the main or dominant cause of the damage and that it hasn't highlighted the underlying condition of the roof and the wear and tear.

So, I don't think Allied has made an unfair claim decision when it has declined to provide the cover for the storm damage.

With it not being evidenced there is an insured peril which has taken place, I don't think I need to consider whether Allied has acted fairly when it has also said the concerns about the policy conditions not being complied with has resulted in it declining to provide the cover. However, I agree the notification of loss was made in excess of the required timeframe listed in the policy and this will have prejudiced Allied and its ability to deal with the claim. This is also the case for the lack of regular inspections and evidence of these being completed. But as I've set out, I think a fair claim decision has been made when Allied has said there is no storm damage.

Claim journey

I appreciate Mrs S and Mr T have explained how they've found the claim journey difficult and they feel some of the actions of Allied have been completed with the intention of intimidation. I don't agree this is the case though and while an interview can be distressing, the purpose of this was to help Allied understand the circumstances of the claim and decide whether it was a claim the policy would provide cover for.

Equally, the information requested by Allied to validate the claim is not unusual and while having to produce this will have caused some inconvenience, this is what can be expected with a claim of this nature.

I can understand why multiple agents at the business could add confusion. But how Allied operates is a commercial decision for it to make and I've not seen this has had a detrimental impact on the claim journey.

There has been an acceptance of some delays in the claim process and the small errors with Allied not being more proactive to ask for information to be re-sent and annual leave impacting response times, but I feel the award of £150 fairly recognises the added inconvenience of this situation and I don't think Allied needs to do anything else now.

My final decision

For the reasons I've explained above, I don't uphold Mrs S and Mr T's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr T to accept or reject my decision before 24 March 2026.

Thomas Brissenden
Ombudsman