

## The complaint

Mr and Mrs P complained that U K Insurance Limited (“UKI”) unfairly declined their claim for damage to a chimney stack caused during a storm, under their home buildings insurance policy.

I’ll refer to Mr P in my decision for ease.

## What happened

Mr P said that during the first weekend of October 2025 his TV aerial, which was attached to his chimney stack, was noticed to be out of alignment. He said there had been strong winds experienced that weekend. Mr P arranged for the aerial to be repaired. The repairer informed him that the chimney stack had twisted. Mr P thought this had happened during the strong winds and contacted UKI to make a claim.

UKI sent a surveyor to inspect the damage. The claim was subsequently declined. UKI said the damage was the result of deterioration not a one-off storm event.

Mr P complained to UKI. It responded maintaining its decline decision. So, Mr P referred the matter to our service. Our investigator upheld his complaint. She thought the evidence supported the chimney stack had been damaged by storm force winds. She said UKI should cover the cost of the repairs and pay Mr P £150 for the distress and inconvenience its decline decision caused him.

UKI didn’t accept our investigator’s findings. It said the strong winds were not the underlying reason that the chimney stack had twisted. It explained that without underlying deterioration this could not have happened. Our investigator didn’t change her view so UKI asked for an ombudsman to consider the complaint.

It has been passed to me to decide.

I issued a provisional decision in January 2026 explaining that I was intending to not uphold Mr P’s complaint. Here’s what I said:

### *provisional findings*

*I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.*

*Mr P claimed for damage caused to his chimney stack during a period of strong winds. His policy provides cover for storm damage. So, it’s reasonable that UKI considered his claim under a storm cause.*

*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 data from around the time Mr P said the damage occurred. He said the aerial damage was noticed on the weekend of 4 and 5 October 2025. So I've checked the weather conditions at and prior to this time. The weather station that recorded the data is around eight miles from Mr P's home.

The maximum wind speed recorded was on 4 October 2025 and this was at 52mph. The previous day 40mph winds were recorded. With 44mph wind recorded on 5 October. Mr P's policy provides the following definition for a storm:

"Storm

A storm is a period of violent weather defined as: > wind speeds with gusts of at least 48 knots or 55 mph (equivalent to storm force 10 on the beaufort scale).."

The wind speeds recorded around the time of Mr P's loss were just below the policy threshold for storm force winds. However, he lives in a relatively exposed area with fields to the rear of his property. 52mph wind speeds were recorded around eight miles from Mr P's home. In these circumstances I think it's reasonable to accept that storm force winds could have been experienced at Mr P's home. So I'll accept that the answer to question one is yes. Storm conditions did occur around the time the damage was reported to have happened.

Damage to roofs and chimney stacks is fairly typical of damage caused by storm force winds. An entire chimney stack twisting around with the force of the wind, is less typical. But I think it's still reasonable to accept the answer to question two as 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 report that UKI provided. I've copied the relevant excerpts below:

"The brickwork shows minor twisting and weathering near the top course, consistent with the previous location of the aerial. The aerial bracket has since been installed lower down the chimney... In our opinion the damage is not consistent with an insurance storm-related peril. It appears to have resulted from gradual wear or deterioration of the fixing point rather than a one-time event. The presence of moss and displaced bricks suggests long term weather exposure and natural aging rather than sudden impact or storm stress. The aerial company's observation of slight twisting in the top bricks aligns more with ongoing movement or degradation rather than the effects of extreme winds...the recorded wind speeds of 47mph would typically not cause damage to an aerial or chimney in good condition."

Based on this evidence, the damage has occurred gradually. The surveyor didn't think the winds experienced could have moved the chimney stack in the way observed unless there was underlying deterioration.

I've looked carefully at the photos of the chimney stack. The top section has moved so that it is no longer aligned with the lower section. It appears from the photos that the mortar and the bricks are still intact at the level that the movement occurred. The indication is that the mortar has de-bonded from the brick course below, which contributed to the structure moving due to strong winds.

*I've thought carefully about Mr P's view that strong winds caused his aerial to move forward which in turn caused the chimney stack to twist. But the weight of the chimney stack is considerable and certainly much heavier than the aerial. I've not seen evidence that persuades me that the movement of the TV aerial caused the chimney stack to twist. Rather the evidence points to deterioration of the materials that make up the chimney stack as the underlying cause of the damage.*

*I don't doubt that strong winds were the catalyst that resulted in the chimney stack moving. But this could not have happened without an underlying weakness in the structure. A well built chimney stack in good condition, should withstand even storm force winds. Having considered all of this I'm satisfied that the answer to question three is no.*

*UKI's policy terms and conditions also exclude damage that occurs gradually. This means it can reasonably decline Mr P's claim for storm damage.*

*I'm sorry to disappoint Mr and Mrs P. But having considered all of the evidence and circumstances of their complaint, I don't think UKI treated them unfairly when it relied on its policy terms and conditions to decline their claim. So, I can't reasonably ask it to do anymore.*

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

UKI responded to say it accepted my provisional findings.

Mr P responded to say that his property is well maintained, that his roof is clean, and that his insurer acknowledged these points. Mr P said that when he agreed the policy his property was in a good condition with "*no movement*". He queried how a weakness in the mortar would be identified. And whether there was a requirement to carry out a strength test and to inspect for weaknesses before insuring his property.

Mr P said the movement in his chimney stack is recent with a clean break. He said the only item that could put strain on the chimney stack was the aerial. Mr P said in his experience deterioration does not cause a chimney stack to move. But that this the result of high winds and "*strain*". Mr P said if the area was weak it will have shown itself much earlier.

In his response Mr P referred to the exposed position of his house and that the exact wind speeds were not known. He said he has rarely made a claim and is disappointed with my findings.

### **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 persuaded that a change to my provisional decision is warranted.

I acknowledge Mr P's comments that his property is well maintained. But I've not seen records to show recent maintenance or repairs carried out to the chimney stack. From the photos and surveyor's comments the indication is that the chimney stack was in a deteriorated condition. This was the likely underlying cause of the movement.

Mr P queried what he could have done to identify issues with his property prior to obtaining insurance. This isn't something I can answer. But no insurance policy provides cover for all

eventualities. Typically insurers will exclude damage caused gradually and anything due to wear and tear. This is true for UKI's policy. So, any damage that occurs gradually isn't covered. It is for Mr P to ensure that his property is in a good condition. UKI is not responsible for items that need renewing due to age and other gradual causes.

It's probable that strong winds were the catalyst that resulted in the chimney stack twisting. I acknowledge Mr P's comments that the exact wind speeds at his locality weren't known. This is why, in my provisional decision, I accepted that storm force winds were experienced. But I remain satisfied that the strong wind wasn't the underlying cause of the damage.

Similarly, I'm not persuaded by Mr P's further comments that the aerial was responsible for moving the chimney stack. As I said in my provisional decision, the weight of the chimney stack is considerable compared to the aerial. I don't agree that this could have caused a well-built chimney stack in good condition to twist in the way seen here.

This means my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Mrs P to accept or reject my decision before 16 March 2026.

Mike Waldron  
**Ombudsman**