

## The complaint

Mr B is unhappy with the settlement offered by Allianz Insurance Plc (“Allianz”) following his storm claim against his commercial property insurance.

## What happened

Mr B owned a property which contained three separate flats which he rents out. Mr B made a claim to Allianz in November 2024 when he was notified of water leaking into one of his flats.

Allianz appointed a loss adjuster to review and validate the damage. To form a view of the cause of damage, the loss adjuster used submissions made by Mr B, Mr B’s roofer and commissioned a surveyor to carry out a desktop review of the available evidence.

Allianz concluded most of the damage was caused by a lack of maintenance to the roof, so it only offered a partial settlement for the damage caused specifically by a storm of £2,000 less the policy excess, which included an allowance for roof repairs and internal decoration.

Mr B has since had his whole roof repaired and wants his claim paid in full. Allianz did recognise some delays in its handling of the claim and offered £250 compensation.

Our investigator decided to uphold the complaint. Whilst he thought Allianz had been fair in saying a storm had contributed to the damage, he didn’t think Allianz had demonstrated its settlement for the roof damage was reasonable, so he asked it to reassess the settlement and show it was proportionate for the damage caused. Mr B disagreed, so the case has been referred to an ombudsman.

## My provisional decision

I made a provisional decision on this on 9 February 2026. I said:

Allianz agreed with the investigator’s view. Since our investigator’s view, Allianz provided a further offer to try and resolve the complaint, which answered our investigator’s question in relation to whether the settlement was proportionate. Allianz said:

*“we would therefore say a fairer offer for the roof works would have been 2 weeks for scaffolding (£3538.32/4 = £884.58) which would be more than the time taken to replace the displaced tiles and the ones around them.*

*£500 for the damaged tiles to be taken down and replaced, which would bring this for the roof works to approx. £1385.58. For ease let’s say it took a few days and some additional covers were required bringing the roof works up to £1500.*

*This would then also need to include the costs for internals which I believe was £1,250 bringing this to £2,750 (subject to additional VAT if needed)”.*

Mr B explained that the offer wasn’t acceptable as he’d spent close to £50,000 on repairs, compensation to tenants and lost revenue.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?

2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Mr B wasn't sure when exactly the damage occurred to his roof, there were reported storms in April, August and September.

As Allianz has made an offer for storm damage, it seems to me it has accepted this point, so I will consider the next question.

I have reviewed the weather during the period, and the wind strength during these storms may have been strong enough to cause minor structural damage.

Was the damage claimed for consistent with damage a storm typically causes?

Similarly, as Allianz has accepted there was storm damage, I will consider the next question. I think roof slates being displaced from a building is consistent with typical storm damage. But, I'd question whether a storm of quite low intensity, could cause such widespread structural damage as has been claimed for.

Were the storm conditions the main cause of the damage?

I've viewed the various pieces of evidence provided by the parties.

Mr B's roofing contractor said:

*"I was retained by Mr X of X Building Services to attend and report on the problems with the roof at the above address. The tenant in the middle flat had reported water coming into his flat from the rear window.*

*On attending the premises I discovered a large area of slates had been blown out, this was not visible from either the front or back of the of the house. The nearest it could be seen was from [another road] about fifty metres away.*

*After scaffolding had been erected and having gained access to the roof it became apparent that not only the roof had lifted, but that the trusses, rafters and purlins had somehow become broken, some snapped in half, and were in places hanging. (Photographs given to the assessor). This was probable due to the red warning storm in early April when severe damage and possible risk to life was forecast. It was also evident that this was not a failure over a period of time but was apparent to be an immediate and extreme weather occurrence.*

*I was also informed that Mr X, who had retained me to attend the property to affect repairs, had previously strengthened the roof a few years before.*

*Again, I would confirm, that during my career of many years, I have never seen similar extensive damage, such as this, caused progressively where the whole roof was effectively damaged instantly".*

Allianz's loss adjuster appointed a surveyor from its Group to carry out a desktop technical review of the evidence that was provided.

The report stated *"from the photographs it can be observed that the ridge board is in poor condition showing signs of rot indicating water ingress. The attached rafters have slipped*

*downwards due to failed fixings and causing the roof to spread. As a temporary fix and to try and strengthen the roof new timbers can be seen running across the roof attached to the rafters acting as bracing to try and prevent further roof slip and the rafters moving outwards. The centre truss is opening at the joint due to the downward pressure and the rafters moving outwards and not providing adequate support”.*

*The report concluded “It appears that the roof had not been maintain adequately allowing tiles to slip and fail causing water ingress onto the supporting roof structure ridge and fixings which have rotted and failed. An attempt has been made to strengthen the roof using new timbers trying to tie the rafters to prevent further outward movement and failure. During the storm and increase in force the roof tiles have blown off allowing further water ingress the exposed failed timbers can now be seen, and repair is required to prevent failure”.*

*The report finished with Discussion / recommendations “We feel that the roof failure is because of general poor maintenance allowing water ingress and causing the roof structure to fail. The storm has exposed the issue removing the tiles issues with the roof structure had been noticed prior to the storm with a temporary fix been attempted to try and strengthen the roof and prevent further deterioration.*

*Therefore, in our opinion the roof was not damaged due to a one-off storm event, but due lots of factors explained above over a period of time”.*

So, whilst the loss adjuster said the storm wasn't the cause of any of the damage, I think Allianz has been fair in accepting a storm had caused part of it even though Mr B seems inconsistent or vague in pinpointing exactly when the damage was caused.

I think Allianz has been fair in accepting the damage caused when slates were blown from the roof. I think this damage is consistent with the storm force winds experienced. So, I'd expect Allianz to pay for these to be replaced.

However, from reading the reports and particularly viewing the photographs, I think some of the damage has occurred over a long period of time and so wouldn't be covered by the policy. The policy requires Mr B... *“to take all reasonable care to....maintain the property”*. A significant part of the damage is structural and I don't think is consistent with the storm strength experienced.

Mr B explained that he had some work carried out to strengthen the roof and this was signed off by the council a few years earlier. Unfortunately, there are no details explaining exactly what this work covered. However, I think this does show signs of some maintenance. The pictures of the roof structure show new roof beams have been added to add strength to the structure. However, there is also deterioration of the roof structure evident that could've only occurred over a long period of time and not caused by a one-off event.

I appreciate Mr B's roofing contractor obtained a report that suggested the damage was caused suddenly. However, I'm not persuaded by this comment. The storm weather experienced at its worst wasn't powerful enough to cause this level of damage. I think the photographs that support Allianz's representatives report highlight the longer presence of damage.

I think the damage has been present for a long time and it was only a matter of time before Mr B would've needed to attend to this. However, I think Allianz has been fair in offering to settle some of the damage, as it's possible the missing slates did go on to cause internal damage.

I think Allianz's revised offer has explained how the settlement has been calculated. Based on the information available to me, I think this is a fair offer. As this outcome is slightly different to what our investigator proposed, I'll issue this as a provisional decision to allow both parties to comment. I intend to uphold this complaint. I intend that Allianz pay Mr B £2,750 (less the policy excess) to settle this claim. If Mr B is able to provide the tax receipt to Allianz, he would also be able to claim 20% VAT on top of this amount.

I think the £250 Allianz offered for the small delays is fair. I haven't seen anything to justify this been higher. Therefore, Allianz should ensure this is paid.

### **Responses to my provisional decision**

Allianz accepted my decision and didn't have anything further to add.

Mr B didn't accept my decision, and he said he would be taking further action to push forward his case. He didn't provide any new information in relation to his complaint.

### **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.

As I haven't been provided with any new information, I see no reason to change my provisional decision.

### **My final decision**

My final decision is that I uphold this complaint. I require Allianz Insurance Plc pay Mr B:

- £2,750 (less the policy excess) to settle the claim (plus 20% VAT should Mr B provide a valid receipt)
- £250 compensation – for distress and inconvenience (Allianz had previously offered this, so it just needs to fulfill this offer).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 17 March 2026.

Pete Averill  
**Ombudsman**