

The complaint

Mr and Mrs O have complained about their let property insurer Zurich Insurance PLC because it only accepted part of their claim for storm damage.

What happened

Mr and Mrs O contacted Zurich in late 2023 to advise of damage. Zurich asked for certain details, which Mr and Mrs O returned in April 2024, with all work having been completed. They presented a report and two invoices from their contractor. The report and invoices detailed various damage and work, one invoice was for £2,090 and one was for £2,650.

Zurich said it wasn't satisfied that all of the damage – particularly that regarding the chimney – had been caused by a storm. It said it would settle the claim based on cost details set out in the invoices for work to replace slates on the main roof. The total Zurich offered was £1,500 which was net of the £100 policy excess and included a scaffolding cost of £1,080.

Mr and Mrs O were unhappy about the settlement but then asked Zurich about other scaffolding costs they'd incurred. Zurich, on several occasions, said extra costs would be paid if Mr and Mrs O evidenced they'd been incurred. Mr and Mrs O referred Zurich back to evidence they'd already sent and they obtained an invoice from a scaffolding supplier. This discourse took place over a number of months.

Zurich's final position was that the parts of the claim it had declined, including internal damage, had been declined correctly. It said if evidence of payment of extra costs was sent it would review. But it offered £150 compensation for not having responded to an email sent by Mr and Mrs O. Mr and Mrs O complained to the Financial Ombudsman Service.

Our Investigator was satisfied by Zurich's assessment of the claim. And he felt the £150 compensation it had paid was fair. So he didn't uphold the complaint.

Mr and Mrs O were unhappy. They said the proof of further payment for scaffolding was clearly set out in the second roofing invoice. Noting the invoice was marked "to pay" they provided evidence from their letting agent, showing funds deducted from the property's rental income to pay for the roof work. They said the first report issued by the roofer was wrong – and had been corrected in a later report shared with Zurich's claim handler.

The complaint was passed to me for an Ombudsman's review. I asked both parties if they could provide a copy of the later report. Zurich did not answer that particular request. Mr O resent copies of the invoices for work.

Regarding the scaffolding confusion, I set out to both parties that it seemed to me that the second invoice and payment details from the letting agent, made it clear that further sums for scaffolding (beyond those Zurich has agreed to pay) had been incurred. Further, that Zurich would have known this had it investigated the matter fully rather than just insisting on Mr and Mrs O providing further evidence of costs. I asked Zurich to review its settlement for scaffolding and advise if it would pay anything more.

Zurich replied stating that it wasn't aware there had been any dispute about additional costs for scaffolding. It said its position was, and always had been, that the costs set out in the second invoice were not covered under the policy because they related to non-insured damage i.e. not storm damage.

With those additional enquiries concluded, I completed a further review of the complaint. That review caused me to think the complaint should be upheld – but only in regard to compensation for upset which I thought Zurich had caused around the 'additional scaffolding costs'. In that respect I felt it should pay £300 compensation. In respect of Zurich's claim decisions, including the settlement offered, I thought it had acted fairly and reasonably. So I wasn't minded to make it pay anything more than the settlement sum offered, plus interest.

My provisional findings were:

"The damage

As I understand it there are four areas of damage which, together, make up this one claim:

- *The main roof.*
- *A lower, slate roof.*
- *The chimney.*
- *Internal damage.*

Our approach to storm complaints

When we assess a storm claim, we'll usually ask three questions. If the answer to any one of them is no, then it's likely we'll find the insurer's decline of the claim (or a particular element of the claim) was fair and reasonable.

The first two questions we ask – was there a storm and is the damage typical of a storm, are not really in dispute here, so I'll move on to our third question. Our third question is; was the storm the dominant cause of the damage claimed for? Zurich accepted the storm damaged the slates on the main roof. So I've considered this question against each of the remaining three areas of damage set out above.

Lower, slate roof

Zurich has not been very clear about this. Throughout its file it refers to it as a flat roof. Yet a flat roof would not be finished in slate tiles. So I think it likely has a pitch and that might mean the roof could be susceptible to storm damage. However, it is at a lower height than the main roof so that might suggest it is more sheltered and less vulnerable to winds. What I do note is that no photos were provided of damage to this roof – none that have been shared with me anyway. Further when the damage to the main roof was first noticed and Zurich was first contacted in late 2023, the lower roof wasn't mentioned. So, it is far from clear that the storm – subject of the 2023 claim – was the dominant cause of damage to the lower slate roof. I'm satisfied that Zurich's view that 'no, the storm was not the dominant cause', which caused it to decline liability for this damage, was fair and reasonable.

The chimney

The only expert evidence available about the chimney is the report from late 2023. The report says; "the bricks on the chimney stack were very porous on all 3 sides and was the main reason for the water ingress in the property". The report recommends rendering the chimney. The later invoices show the chimney was rendered.

Zurich has said that bricks are not made porous in one storm. It's explained that this is a long term effect of weathering. I know Mr and Mrs O have argued they did some maintenance on the chimney in 2021 – but it clearly was not rendered at that time, and given the cost they said they paid, it doesn't seem as though anything like replacing bricks occurred. Based on everything I have seen I'm satisfied that Zurich's view that the storm in 2023 was not the dominant cause of damage to the chimney, was fair and reasonable.

Internal damage

I haven't seen any report setting out what rooms were damaged, in what way, and what was needed to rectify them. But the report from late 2023 does say that the poor condition of the chimney is the main reason for water ingress at the property.

Zurich noted that report, and also that the lower slate roof did not seem to have been damaged by the storm either. It said Mr and Mrs O hadn't shown the internal damage had arisen as the result of an insured event.

I note Mr and Mrs O did not have accidental damage cover so the only event would be storm. Some slate damage might allow water ingress – but seemingly there is no evidence here that it was damaged slates on the main roof which caused damage internally – the only evidence I have seen about internal damage is the 2023 report which says the chimney was the main cause of water ingress. On balance I'm satisfied it was fair for Zurich to conclude that the storm had not been the dominant cause of the internal damage.

Additional scaffolding costs

To briefly recap – Zurich paid £1,080 for scaffolding. It then said it would consider additional costs if payment was evidenced. It's now said it won't pay the further scaffolding costs evidenced because they relate to the repair of the chimney. I've dealt with the confusion caused below. But briefly here I'll say I think Zurich's decision to not pay further costs is fair.

Zurich paid the scaffolding costs listed on the first invoice as it stated they were necessary to access the main roof. The second invoice, containing the additional scaffolding charges, said they were necessary to allow plasterers to access the chimney. So I think it was reasonable for Zurich to conclude the additional charges were related to the chimney damage and repair – a loss it was not liable for under the policy.

So I've considered how Zurich dealt with the issue of additional scaffolding costs. It and Mr and Mrs O spent around three months trading emails and evidence about this. I've seen what was said, including what was asked and answered. Overall, I think Zurich set out with a misunderstanding about the costs which then caused Mr and Mrs O to embark on a fruitless chase for further evidence. This took place over a prolonged period and resulted in a formal complaint to Zurich as well as a referral to this Service.

I bear in mind that a referral to this Service was always likely anyway, even if Zurich had got this right in the first instance. That is because Mr and Mrs O are unhappy about all of their costs not being covered. But, had Zurich got this right in late November 2024 when the issue was first raised, their time over the course of the following three-months, would not have been wasted. I'm minded to require Zurich to pay a total of £300 compensation. I don't think it has paid the £150 it offered. That being the case, the total of £300 will have to be paid.

Settlement for the main roof

Zurich offered £1,500 (£1,600 less the policy excess). This comprised the scaffolding charge set out in the first invoice, plus a cost for permits, £150 towards debris removal and £180 for

the material cost of 12 slates. I haven't seen that any more than 12 slates were affected and the sum allows £15 per tile which doesn't seem an unreasonable sum. Zurich explain a permit for the scaffolding would have been required for the main roof work as well as for the chimney – and the invoices show there was only one charge for this, which Zurich has covered. The detail in the first invoice said the scaffolding (charged at £1,080) was needed to access the main roof. I think it was fair for Zurich to say some cost for debris removal would likely be incurred for work on the main roof. I think Zurich offered a fair and reasonable settlement for the claim for the main roof work.

I'm not sure if Zurich paid this sum to Mr and Mrs O. If it has not it should now pay it, plus interest applied from 30 July 2024, the date I believe it was offered, until settlement is made.”

In reply both parties acknowledged the settlement sum had not been paid. Mr and Mrs O said that they accepted my decision. Zurich said it accepted it had caused confusion over the additional scaffolding costs – so it accepted the compensation award suggested. But it asked that I review my decision to award interest on the claim settlement. It said it had been unable to pay this sum because Mr and Mrs O had not accepted it.

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 thank the parties for the agreements they have confirmed. I've reviewed Zurich's objection to my award of interest but see no reason to amend this.

Zurich knew in July 2024 that it owed Mr and Mrs O at least £1,500 and it did not explain to them they could accept this sum and still challenge its decision on the chimney. It then caused confusion about the additional scaffolding costs (linked to the chimney repair) which has resulted in an extended delay in the issue being properly answered. And all the while Zurich held the claim settlement sum properly owed and due to Mr and Mrs O. It is only fair and reasonable then that, when Zurich now pays that outstanding sum, it also pays interest to account for Mr and Mrs O being out of pocket for it all this time.

To confirm, my view on the complaint has not changed from that set out provisionally. As such my provisional findings, along with my comments here, are now the findings of this, my final decision.

Putting things right

I'm satisfied that the decisions Zurich ultimately reached and clarified on the claim were fair and reasonable. So I'm not making it do anything in these respects.

But I'm also satisfied that it caused confusion resulting in distress and inconvenience regarding the additional scaffolding costs dispute. For that upset I require it to pay a total of £300 compensation.

I further require that it now pays the outstanding claim settlement sum of £1,500 plus interest*, applied from the 30 July 2024 until settlement is made.

*Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Zurich to take off tax from this interest. If asked, it must give Mr and Mrs O a certificate showing how much tax it's taken off.

My final decision

I uphold this complaint. I require Zurich Insurance PLC to provide the remedy set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O and Mr O to accept or reject my decision before 20 March 2026.

Fiona Robinson
Ombudsman