

The complaint

Mr K complains that Wakam declined his claim for storm damage under his home insurance policy.

What happened

Mr K took out home insurance with Wakam. He made a claim for damage to his pantry roof and to the contents which were damaged by water ingress.

Wakam sent their loss adjuster to inspect the damage. He advised Mr K that the roof was in a poor state of repair and that the damage was caused by lack of maintenance. He also noted that there were no storm conditions at the time the damage was caused. Wakam declined Mr K's claim.

Mr K complained as he didn't think the damage was caused by the age of the roof or wear and tear. Wakam didn't uphold the complaint. It said the damage was not caused by an insured event and that the roof was in a poor state of repair which had led to the water ingress. It referred to its terms and conditions and said that policyholders were responsible for maintaining their home in a good state of repair and that a well-maintained building should withstand most weather conditions.

Mr K brought his complaint to this service. Our investigator didn't think the complaint should be upheld. She said there was no evidence of storm conditions around the time of the claim and that it was not unreasonable for Wakam to rely on its loss adjuster's report to decline the claim. Mr K didn't agree. He also said he thought the damage to the roof had been caused by something or someone climbing up on to the roof and wasn't a result of wear and tear. He asked for an ombudsman's 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.

Not all damage a home sustains will be covered by home insurance. Only the damage caused by one of the one-off perils (or events) listed in the policy will be covered. If the damage can be shown to be caused by such an event, then the insurer must pay the claim unless it is able to rely on one of the policy exclusions to decline it.

Wakam dealt with Mr K's claim under the storm damage section of the policy, so this is my starting point. I've looked at the terms and conditions – and I can see that the policy includes storm damage but that it doesn't cover "*gradual loss or damage*". The general conditions apply to all sections and say "*You must make sure that your buildings are maintained in a good state of repair*". It goes on to say that if "*we decide that the loss, damage, liability, cost or expense that led to the claim was caused or made worse by you failing to meet your obligations under this clause, we may refuse to pay the claim ...*". The policy also contains general exclusions which say that the policy excludes any gradual or maintenance related loss or damage including wear and tear and any gradual deterioration.

When considering complaints about storm damage claims, we ask three questions:

- Is there evidence of a storm event on or around the time the damage was caused?
- Is the damage claimed for typical of damage that would be caused by a storm?
- Was the storm the main cause of the damage?

The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

Wakam says that there was no evidence of a storm around the time of Mr K's claim. A storm is defined in the policy as a gale of force 10 or above with winds reaching speeds of at least 55mph - or torrential rain falling at a rate of at least 25mm per hour. I've checked weather records around the time of the claim, and I'm satisfied there were no storm conditions. I therefore think it reasonable that the claim was declined under the storm damage section of the policy.

Mr K has also suggested that someone or something has got up onto the roof causing it to crack. I can see that Mr K's policy includes accidental buildings damage – so I've considered whether Mr K could claim under this section. Accidental damage is defined as "*Sudden, unexpected and physical damage which: a) happens at a specific time; and b) was not deliberate; and c) was caused by something external and identifiable*".

I'd like to reassure Mr K that I've looked carefully at the photos he sent us. I can see the cracks that he refers to but I'm not able to say that these were caused by someone or something climbing up onto the roof. Mr K refers to a water barrel having been moved next to the pantry allowing easier access to the roof. He says that a roofing contractor he had examine the roof suggested that either an intruder or a fox may have used this to gain access. Whilst this may be possible, I haven't seen any evidence to persuade me that this is how the damage occurred.

On balance, I think it more likely that the damage to the roof was due to its age and condition. I say this based on everything that I've read and seen, including the loss adjuster's report. I agree that the roof doesn't look to be in good condition. I also note that black mould can be seen inside the pantry which would suggest a long-term gradual water ingress rather than a one-off sudden event. I'm not therefore satisfied that the damage is covered by the accidental buildings damage section in the policy. The policy does not include accidental damage to contents.

Bearing all the above in mind, I'm not upholding this complaint as I don't think the damage was caused by an insured event. I understand that Mr K will be disappointed with my decision, but I don't think it was unreasonable for Wakam to rely on its loss adjuster's report and decline the claim.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 22 August 2023.

Elizabeth Middleton
Ombudsman