

## **The complaint**

Mr J complains that Wakam Insurance Company (WIC) has unfairly declined a claim he made against his home insurance, after his door awnings were damaged in high winds.

## **What happened**

Mr J had a home insurance policy underwritten by WIC. In mid-January 2023 Mr J said his door canopies were damaged by high winds. He looked to get them repaired but he said after a thorough inspection had been made he was told the canopies were irreparable and needed to be replaced. Mr J made a claim for this against his home insurance policy. He said his insurer sent someone to inspect the damage but that the inspection was only cursory. Mr J said WIC declined his claim saying the damage was caused by poor installation and not the high winds. He complained to WIC.

WIC said after Mr J made his claim at the end of January 2023, they asked him to provide details about his claim. They also carried out an inspection visit in mid-February 2023. The inspection said the canopies had been poorly installed, and the damage wasn't caused by storm conditions.

Mr J said the inspection had only lasted a couple of minutes and they hadn't gone up a ladder to carry out a proper inspection. He also showed that the country around this time had been hit by rain and gales as a "*big beast*" vortex had hit.

Our investigator said although not defined in Mr J's policy, the weather reports around his property at the time didn't show storm conditions. So, WIC hadn't acted unfairly in applying the terms of the policy.

Mr J didn't agree, he said the weather conditions had been the cause of the damage as they'd been strong enough to bring down a tree into his garden. He asked for an ombudsman to decide.

## **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 know my decision will be disappointing for Mr J, while I empathise with the position he finds himself in, for me to say WIC must do something different I must first be satisfied they declined his claim unfairly. I can't see that they have here which is why I won't be asking them to do anything else. I'll explain why.

For any insurance claim to be successful, the policyholder must show they have a valid claim, meaning an insured event happened that caused them damage or a loss. Insurable events are listed in the policy and reflect the fact that no policy covers everything that might happen. Only 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 they're able to rely on one of the policy exclusions to decline it.

Having looked at everything, I don't think Mr J has shown that the damage was most likely caused by a one-off insured event.

Mr J had buildings and contents insurance cover with WIC. There was the optional extras of Accidental Damage, Home Emergency and Legal Expenses cover but Mr J didn't have these included in his policy schedule. So, I've considered the policy he had. Buildings insurance covered:

*"the main structure of the home and; • fixtures and fittings attached....."*

As I'd consider the door canopies as fixtures and fittings, I've looked at the cover provided by the buildings insurance. There is an insured peril under the policy for *"Storm, Flood or Weight of Snow"* So damage caused by a storm is an insurable event under Mr J's policy.

The policy doesn't define what constitutes a storm. But WIC in their final response letter said they'd used The Association of British Insurers (ABI) definition of a storm being *"Wind speeds with gusts of at least 48 knots [55mph]"*. I can see the Beaufort Wind Scale defines a storm as being 55 to 63mph. So don't I think its unreasonable for WIC to consider a storm as being gusts of wind 55mph or greater.

When considering complaints about storm damage claims, I've 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' to be able to conclude that a storm claim was declined unfairly. Where an insurer relies on an exclusion in the policy to decline a claim the onus is on them to show the exclusion applies. So I've considered the weather reports around Mr J's property at the time the damage was caused to see if the high winds reached gusts of 55mph or more.

For the week commencing 11 January 2023, the maximum peak gust reached was 47mph (13 January 2023). I can understand Mr J's frustration as there were strong winds but 47mph is defined as a strong gale and not a storm.

For Mr J to make a successful claim for storm damage to his property, he needs to show there was a storm at the time, and that the storm was the dominant cause of the damage. From the evidence I've seen I don't think Mr J can show this. As the answer to the first question, is no as there isn't any evidence of a storm event happening. So I don't need to consider the other parts of the test.

I know Mr J isn't happy about the inspection WIC carried out. But as outlined above the onus is on the policyholder to show that their claim is covered by the policy. As Mr J hasn't been able to show that there has been an insured event I don't consider WIC has acted unfairly or unreasonably in the way they've handled or declined his claim.

**My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 15 September 2023.

Anne Scarr  
**Ombudsman**