

The complaint

Mr R complains that Wakam declined his claim on his home insurance.

What happened

Mr R had home insurance that was underwritten by Wakam. In October 2022 he made a claim after a spell of bad weather caused damage to his kitchen and conservatory.

Wakam sent a loss adjuster to review the damage but subsequently declined the claim. It said it had checked weather reports and the weather on the day didn't amount to a storm. Instead it said the sealant that joined the conservatory to the house was defective and that's why the water entered the building and caused damage. So it said the claim wouldn't be covered.

Mr R complained but Wakam maintained its position. So he brought the complaint to this service.

Our investigator recommended the complaint be upheld. She said that while she agreed the weather on the day of the damage didn't meet the definition of a storm, she thought some of the damage should be covered under the accidental damage cover in the policy. So she thought Wakam should accept Mr R's claim for the flat roof, ceiling beneath it and the internal damage to the conservatory. And pay 8% interest on any repairs Mr R had already had carried out.

Mr R accepted our investigator's outcome, however Wakam didn't. It said in order for there to be cover under the accidental damage section of the policy, there'd need to be evidence of what the sudden event was that caused the damage. And as there hadn't been a storm it wasn't clear what that cause was. It asked for the complaint to be reviewed by an ombudsman.

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.

Wakam declined Mr R's claim as it says the weather in the area at the time didn't meet the policy definition of a storm.

When a claim is made for damage caused by poor weather, this will usually be considered under the storm peril in the policy.

I've looked at the weather data tools we have available, as well as evidence provided by Wakam. The policy doesn't define what would constitute a storm, but this service would generally consider this to be very strong winds of around 50mph or very heavy rainfall. While there was sustained rain during the period when the damage happened, it wasn't heavy enough at any time that we'd say it reasonably amounted to storm conditions. Based on this I'm satisfied it made a fair decision to decline the claim under the storm peril in the policy.

However, as our investigator identified, Mr R's policy includes cover for accidental damage. The policy states it:

'Covers you for unexpected and unintentional damage or breakage to your buildings, and any property for which you are legally liable (including domestic oil, gas and water pipes, cables, sewers, drains and septic tanks) by a single and one-off event resulting from a sudden and external means'

It is a long established approach of this service, that if a storm claim is declined by the insurer due to the weather conditions not being severe enough, but the policy contains accidental damage cover, then we'd expect the insurer to consider the internal damage under this section.

Here, there is no evidence or suggestion that the damage to the internal part of the building had happened over time. It's clear from both Wakam's report and Mr R's own that this happened when there was a spell of bad weather. As the accidental damage section provides cover for *'unexpected and unintentional damage...by a single and one-off event resulting from a sudden and external means'*, it's reasonable to say that the spell of bad weather was unexpected and it caused sudden damage. So I agree with our investigator that Wakam should cover the interiors under this section.

I note Wakam's comments that the damage could be covered under another section of the policy so wouldn't be covered under accidental damage. However it has declined the claim as there wasn't an insured peril – a storm. So I don't agree that this argument has merit.

Additionally, Mr R has provided a report from his own expert which states that a tile from the roof appears to have been displaced and fallen onto the flat roof which has caused water ingress into the room below. As this damage would also reasonably meet the definition of accidental damage, I also agree that Wakam should cover the damage to the roof under this section too.

Wakam has said that the damage to the conservatory roof that allowed water in wouldn't be covered as this was due to a gradually operating cause. And I agree this issue with the roof itself wouldn't fall under policy cover. However for the reasons outlined above, internal damage to the conservatory should be covered under accidental damage.

For these reasons I agree with our investigator that Wakam should accept Mr R's claim for the flat roof, ceiling below it and all the internal damage to the conservatory. As Mr R has carried out some of the repairs, Wakam should pay 8% simple interest on any he has from the date he paid for the repairs until the date settlement is paid to make up for the time he has been without the funds.

My final decision

For the reasons I've give, I uphold Mr R's complaint and direct Wakam to:

- Accept Mr R's claims for the damage to the flat roof, ceiling below and all internal damage to the conservatory and settle them in line with the policy terms and conditions.
- Pay Mr R 8% simple interest on all amounts already paid for any of these repairs from the date he paid for them until settlement is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or

reject my decision before 4 August 2023.

Sophie Goodyear
Ombudsman