

## **The complaint**

Mr R complains that Great Lakes Insurance SE (Great Lakes) declined his claim for storm damage.

Great Lakes use agents to administer the policy and to assess claims. Reference to Great Lakes includes these agents.

## **What happened**

In December 2022 Mr R made a claim on his home insurance following the collapse of a wall in his garden. He thought this was due to strong winds. Great Lakes didn't think that there were storm conditions at the time but sent its loss adjuster to inspect the damage.

The loss adjuster noted that the wall was suffering from wear and tear and didn't think there were any storm conditions in the days leading up to the damage. Great Lakes agreed and declined the claim saying that the damage wasn't caused by an insured event.

Mr R wasn't happy as he thought the damage had been caused by a storm and that it should be covered under the policy. Mr R complained but Great Lakes maintained its decision. It said that there were no storm conditions at the time of the damage and that the wall showed signs of wear and tear which may have contributed to its collapse.

Mr R brought his complaint to this service. Our investigator didn't think the complaint should be upheld as there was no evidence of a storm. She also didn't think it unreasonable for Great Lakes to conclude that there was evidence of wear and tear. Mr R didn't agree and 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.

I've started by looking at the terms and conditions of Mr R's policy. There's no dispute that storm damage is covered. The policy doesn't, however, contain a definition of storm. Where this is the case, we usually say that a storm involves violent winds, generally accompanied by rain, hail or snow.

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.

So, the first question is whether there was a storm event. In order to determine this, we look at weather records and reports – and any other available evidence.

I've considered the weather in the days leading up to the damage and looked at data from the nearest weather station to Mr R's house. The peak wind gusts recorded were 26mph on 18 December 2022 and 36mph on 19 December 2022. This is similar to the wind speeds obtained by Great Lakes. These wind speeds are not high enough to indicate storm conditions. I've also considered the wind speeds recorded at other local weather stations but none of these record winds strong enough to be considered a storm.

Weather stations are not usually in the exact location of the damaged property, but they still provide useful evidence of the likely weather conditions experienced at the property at the time. Mr R makes the point that the nearest weather station is eight miles away and further inland. I appreciate that there can be local conditions that affect the weather at a particular location, so I've looked at all the available evidence to see whether there is anything else to indicate there were storm conditions.

Mr R obtained two quotes from local builders who both mention bad or stormy weather. I don't find these particularly persuasive as they are primarily quotes for repairs and only provide vague information about the weather. Mr R also obtained a letter from a brickwork contractor who says that in his opinion the damage was probably caused by strong gusts of wind. Whilst I've taken this into account, strong gusts of wind don't necessarily mean there was a storm. A storm is not the same as mere bad weather - storms aren't that frequent and normally involve more extreme weather conditions. I have to be satisfied that the damage was caused by violent storm winds – and I haven't seen any evidence of this.

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 - in this case a storm. Whilst I sympathise with Mr R's position, on balance I don't think it was unreasonable for Great Lakes to find that there were no storm conditions.

Great Lakes also said that the wall was showing signs of wear and tear - which is excluded under the policy – and that this could have contributed to the wall's collapse. Mr R disputes this and I've seen the video he's taken. However, as there's no insured peril and therefore no claim, there's no need for me to go on to consider whether it would be fair to exclude the damage for wear and tear.

Mr R has said that the loss adjuster who came to inspect the wall, told him that the claim would be covered. This is denied by Great Lakes – and the report and comments I've seen from the loss adjuster give no indication that the claim was being recommended for acceptance. I appreciate that Mr R feels quite strongly about this, but I haven't seen anything to suggest that the loss adjuster was persuaded into changing their opinion.

Mr R has referred to a case study that appears on our website and says that the circumstances are similar to his. We consider each complaint on its own particular merits and, as I've said, I haven't seen any evidence to show that the damage in this case was the result of a one-off storm event.

Great Lakes declined the claim because it couldn't find any evidence that the damage was caused by an insured peril, and I think that Great Lakes acted reasonably in doing so. I know that this will be a disappointment to Mr R, but I don't think Great Lakes has done anything wrong and I'm not upholding his complaint.

## **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 R to accept or

reject my decision before 24 November 2023.

Elizabeth Middleton  
**Ombudsman**