

## **The complaint**

Mrs Q complains HCC International Insurance Company Plc trading as Tokio Marine HCC (HCC) unfairly declined a storm damage claim under a Property Owners insurance policy.

## **What happened**

Details of the claim are known to both parties, so I won't repeat them again in detail here. Instead, I'll summarise the background and focus on giving the reasons for my decision.

Mrs Q owns a property she rents to a tenant (a family member). The property was insured by HCC.

In 2022, Mrs Q raised a claim with HCC for storm damage. She says the tenant noticed water entering through the ceiling in September 2022 during a period of adverse weather. Roof tiles were broken, and the felt was frayed, amongst other things. HCC said they couldn't help as the weather conditions weren't consistent with that of a storm on or shortly before the time of the claim.

Mrs Q told HCC she wasn't happy with this. She says a local weather warning was in place at the time. But HCC didn't agree a storm was the main cause of damage – rather, poor weather merely highlighted existing issues. They also reviewed the repair quotes Mrs Q provided to them, which included stripping the old roof, replacing it, and its fittings. And say this further supports poor conditions highlighted existing issues. HCC also declined to cover the internal damage under the policy, leaving Mrs Q to fund the repairs. As she wasn't happy with their answer, she approached our Service for an impartial review.

The investigator didn't recommend the complaint be upheld. While she thought heavy rain was likely present around the time damage is said to have occurred, she wasn't persuaded this was the main cause of the damage.

Mrs Q says HCC accept a storm occurred in February 2022, and problems caused then didn't manifest until the second storm occurred, in September 2022, which gave rise to the claim. This didn't change the investigators view, and so as the matter couldn't be resolved, the case was passed to me for a decision.

I issued a provisional decision on 11 October 2023 which set out the following:

### ***'What I've provisionally 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.*

*Our Service has a well-established approach to cases involving storm damage. We ask three questions:*

- *Were storm conditions present on or around the date damage occurred?*
- *Is the damage being claimed for consistent with damage a storm typically causes?*

- Were the storm conditions the main cause of damage?

*If the answer to any of these questions is 'no', then it's unlikely a claim would succeed.*

*While the policy doesn't define a storm, it's widely accepted a storm generally involves violent winds accompanied by heavy rainfall. I've reviewed records from a weather station located roughly four miles from Mrs Q's property. These show a peak gust of 40MPH accompanied by rainfall of 11.8mm per hour (48.8mm max 24 hourly). Given the weather station is only four miles from the property, I'm satisfied this gives a reasonable indication of the likely local conditions around the time damage is said to have occurred.*

*Mrs Q's own evidence also supports heavy rainfall was present given a local weather warning was in place for rain. What Mrs Q's evidence and the weather station records doesn't support is violent winds also occurred. I'd have expected to see violent winds present too, given the extensive repairs detailed within the quotes Mrs Q provided, which I'll come on to later in my decision.*

*All parties accept Mrs Q's property sits on high, exposed ground. Mrs Q says it's situated roughly 700 feet above sea level. So, I've also reviewed where the weather station is situated to establish whether the records provide a fair indication of the likely conditions higher up. The weather station is situated roughly 740 feet above sea level, so I think it's fair to say these records are a fair reflection of the weather conditions locally to Mrs Q's property.*

*Taking everything into account, while I accept poor weather conditions were present, I'm not satisfied the evidence supports violent winds accompanied by heavy rainfall occurred. Therefore, I'm not persuaded the answer to question one is yes.*

*Returning to the damage Mrs Q reported. She says tiles, soffits, and guttering was broken, and the roof felt was frayed, amongst other things. It's my view this damage is consistent with typical damage caused by violent winds and heavy rainfall (a storm). But, as mentioned above, records of the weather conditions do not support that.*

*With any insurance claim, it's for a policyholder to demonstrate they've suffered loss or damage as the result of an insured peril. And I'm not satisfied Mrs Q has done that here. The repair quotes she's provided total approximately £9,000-£10,000. These repairs were said to have included stripping the old roof, replacing it, and its associated fittings. I acknowledge Mrs Q says quotes were provided by professionals based on what they considered appropriate to complete a lasting and effective repair. But, as mentioned above, I'm not satisfied the level of repairs required are consistent with heavy rainfall alone in the absence of violent winds.*

*The claim file includes photos of Mrs Q's property after damage is said to have occurred. These photos show a roof tile that's cracked down the middle (situated on the floor) and internal water damage. What these photos don't show is the damage reported by Mrs Q to the roof where water is said to have entered – photos I would expect to see to support Mrs Q's arguments that the claim should be paid. These photos could also have supported Mrs Q's claim that damage occurred prior to this during the February 2022 storm, and only manifested itself much later, in September 2022.*

*All things considered – I currently don't think it was unfair or unreasonable for HCC not to accept responsibility for covering the repairs to strip the roof, replace it, and its associated fittings. They say poor weather only highlighted existing issues which I think was reasonable. I say this because I'm not satisfied the answer to question one above is yes, nor am I*

*persuaded the damage Mrs Q is claiming for is consistent with the weather records I've seen and was in turn the main cause of damage.*

*I acknowledge Mrs Q held accidental damage cover and internal damage occurred. But importantly, the policy says it will only respond to claims under this section if the building first sustains storm damage to its roof through which the rain enters. Because I don't think HCC declined the storm damage claim unfairly, I also don't think the internal damage should be covered. Therefore, it follows, I currently don't intend to require HCC to take any action.*

### **My provisional decision**

*For the reasons given above, my provisional decision is I don't uphold the complaint.'*

### **Responses to my provisional decision**

HCC responded to say they had no further points to make. Mrs Q didn't agree with my provisional decision. She raised, broadly, the following points I've summarised below:

- The policy doesn't define a storm.
- The quotes provided are for repairs and not a new roof. Had Mrs Q provided a quote for a new roof, the amount detailed in the quotes would have been much higher.
- HCC should come to a settlement agreement and it's not fair our Service is not advocating for a settlement on Mrs Q's behalf.

I've carefully reviewed Mrs Q's further points and will now go on to set out my final 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 thank Mrs Q for responding to my provisional decision which I anticipated would come as a disappointment to her.

I've reviewed the further points she's put to our Service, but I'm sorry to say these don't persuade me to deviate from the provisional outcome I reached on 11 October 2022. I'll explain why.

I set out our Service has a well-established approach to cases involving storm damage. And in this case, I wasn't persuaded the answer to the first question was yes – meaning, I didn't think it was unfair or unreasonable that the claim didn't succeed. The weather records taken from a station roughly four miles from her property (and likely higher up) doesn't support violent winds accompanied by heavy rainfall occurred on or around the time damage is said to have occurred.

I also acknowledged the policy doesn't define a storm. But that it's widely accepted a storm would be considered as generally involving violent winds accompanied by heavy rainfall. And, as mentioned above, the evidence in this case doesn't support a storm was present on or around the time damage is said to have occurred.

I appreciate why Mrs Q thinks I've put a lot of emphasis on the language used in the repair quotes. These said, broadly, works included replacing the old roof, including its fittings. And this suggested the entire roof was replaced. I'm not suggesting the entire roof was replaced. Rather, I wasn't persuaded the level of repairs were consistent with the weather station

records. I wouldn't expect to see this level of damage to have occurred by heavy rainfall alone in the absence of violent winds.

I thought it would be helpful to explain the role of our Service. We're an informal dispute resolution service. We're able to consider matters a customer and respondent business haven't been able to resolve themselves. We consider whether things have gone wrong and provide an impartial answer about what's happened. Our role isn't to act on behalf of either party to negotiate a settlement on their behalf.

In this case, I've considered whether I think HCC's decision not to accept Mrs Q's storm damage claim was a fair and reasonable one. And, having done so, I'm not satisfied their decision not to accept responsibility for the internal or external damage was an unfair or unreasonable one. Therefore, I don't require HCC to take any further action here.

I appreciate my decision will come as a disappointment to Mrs Q. But it ends what we – in attempting to informally resolve her dispute with HCC – can do for her.

### **My final decision**

For the reasons given above, my final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Q to accept or reject my decision before 30 November 2023.

Liam Hickey  
**Ombudsman**