

The complaint

Mr N complains that Wakam unfairly declined a claim he made under his home insurance policy.

Wakam is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Wakam has accepted it is accountable for the actions of the agents, in my decision, any reference to Wakam includes the actions of the agents.

What happened

In early 2023, Mr N made a claim under his home insurance policy with Wakam after discovering tiles had fallen off his roof. Mr N says Wakam advised him to call a roofer to investigate the cause of damage. The roofer attended, fixed the damage and invoiced Mr N £800 for repairs.

Mr N submitted the roofer's report to Wakam for its consideration, but it declined his claim. It said the wind speeds around the time of the loss weren't high enough to meet the policy's definition of a storm. Mr N raised a complaint, but Wakam maintained its position.

Our investigator didn't think Mr N's complaint should be upheld. He thought it was fair for Wakam to decline Mr N's claim because storm conditions didn't appear to have been met.

Mr N disagreed with our investigator's outcome. He provided some photographs of his roof with the missing tiles. He said the precise date of the tiles falling from the roof was not known. The location the slates had landed, in combination with their weight, indicated that they couldn't possibly have fallen off due to bad construction or other factors. The slates that were blown were at the end of the roof which was typically affected by the winds as they were exposed at one side.

Mr N said a simple weather report didn't paint the whole picture. He thought a site visit or more detailed investigation would show that wind was the reason for the damage. He said Wakam had refused a site visit and had asked for a roofer's report which it had later ignored.

He also commented that his house was only built in 2018 and well-maintained. Mr N said he believed the likelihood of the damage being due to the roof being badly maintained or because of initial construction faults were low.

As Mr N disagrees with our investigator's outcome, his complaint has been passed to me 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.

Having done so, I've decided not to uphold Mr N's complaint. I'll explain why.

The relevant industry rules say an insurer should handle claims promptly and fairly and it shouldn't unreasonably reject a claim.

When a policyholder makes a claim, the onus is on them to show that an insured event most likely caused the damage. Mr N's policy provides cover for loss or damage caused by an event listed in it. For Mr N's loss to be covered, it would need to fall under one of those events. If it doesn't – then the claim isn't covered and won't be settled. So, I've needed to consider whether Mr N has shown, on the balance of probabilities, that an event listed in the policy caused the damage.

Mr N says the damage to his roof was caused by high winds. However, Wakam says the damage isn't covered by the “*storm*” peril in the policy.

The policy's terms and conditions define “storm” as:

“A period of violent weather defined as:

- a) a gale of Force 10 or above (as defined under the internationally recognised Beaufort Scale) reaching wind speeds of at least 55 mph; or*
- b) torrential rain that falls at a rate of at least 25mm per hour; or*
- c) snow that falls to a depth of at least 30cm in 24 hours; or*
- d) hail so severe that it causes damage to hard surfaces or breaks glass.”*

Wakam says the highest wind speed recorded seven days prior to the date of loss was 42 mph. Mr N says he isn't sure of the date of loss because the slates landed on the side of the building and weren't noticeable. So, I've checked the weather reports in Mr N's area for over a month prior to the recorded date of loss and the highest recorded windspeed was 43 mph.

Mr N says his house is located at the top of a hill and often receives stronger wind than the average in his area. However, I haven't seen evidence to suggest there were localised storm conditions in the area of Mr N's property around the time of his claim.

Mr N has provided a copy of the invoice from his roofer which says they had to replace missing slates that had been blown off due to high winds, leaving the felt exposed on the roof. It says they also secured six additional tiles that had become slightly loose and would have resulted in the same problem if not fixed.

I think it's likely that the tiles came off during a period of high wind. However, I've not seen evidence to persuade me that the winds were high enough to meet the policy's definition of a storm.

I understand Mr N is unhappy that Wakam wouldn't agree to a site visit. And I appreciate he feels the cause of damage is unlikely to be due to a lack of maintenance or faulty construction. But as I've explained, the onus is on Mr N to show that the damage was caused by an insured event. And I'm not persuaded that he has.

I haven't seen sufficient evidence to conclude that there was a storm when Mr N's roof was damaged. Nor have I seen any evidence to suggest the damage was caused by any other event listed as being covered by the policy.

I know my answer will be disappointing for Mr N, but I don't think he's shown that the damage to his roof was caused by an event that was covered by the terms of his insurance policy. So, I think it was fair and reasonable for Wakam to have declined his claim.

My final decision

For the reasons I've explained, I don't uphold Mr N's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 11 October 2023.

Anne Muscroft
Ombudsman