

The complaint

Miss M has complained that Wakam has unfairly declined a claim under a home insurance policy.

References to Wakam include companies acting on its behalf.

What happened

Miss M contacted Wakam to claim for water damage to her home. Wakam sent a loss adjuster, who assessed that the damage was the result of wear and tear. Miss M disagreed with this and explained why she thought the claim should be covered.

A new loss adjuster was later appointed to the claim. The loss adjuster offered a settlement for the internal repairs, but said it was unlikely the roof would be covered. Miss M said she wanted payment for all the damage to be made at the same time. When Wakam reviewed the claim again, it said none of the damage was covered and declined the whole claim.

When Miss M complained, Wakam upheld the complaint. It continued to decline the claim. But said there had been poor communication and its service had fallen below what should have been provided. It offered £450 compensation.

So, Miss M complained to this service. Our Investigator didn't uphold the complaint. He said there weren't storm conditions around the time Miss M said she first noticed the damage. He also didn't think it was covered by the accidental damage part of the policy because the evidence suggested the damage had happened over a period of time.

As Miss M didn't agree, the complaint was referred to me.

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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

So, I've thought about the first question. Miss M first reported the claim to Wakam in November 2022. She has said she thought the damage was the result of a storm in October 2022. However, Miss M provided this service with an email that showed she told Wakam she first noticed the damage in September 2022. Wakam understood this to mean that any storm would have happened in September 2022 or earlier. I think that was reasonable. So, I've

looked at weather reports in the period to September 2022. I didn't see wind speeds, or rainfall levels, that would be considered a storm. So, I think the answer to the first question is no, as there wasn't a storm around that time.

That means that I don't need to look at the other two storm-related questions. Wakam didn't need to consider cover under the storm part of the policy if there wasn't evidence of storm conditions. The policy didn't cover bad weather. There needed to be a one-off storm event.

Miss M also had accidental damage cover under the policy, so I've also thought about this. Miss M reported the claim to Wakam in November 2022. By this time, mould had started to grow in the property. Based on when Miss M said she first noticed some damage, more than a month had passed by this point. For accidental damage cover to apply, the damage needed to be the result of an unexpected single, one-off event. I'm aware Miss M said damage was caused by a storm in October 2022. However, as she had already seen damage before that, the evidence indicates there was already damage present that then increased. So, I can't fairly say the damage should be covered under this part of the policy.

I'm aware Miss M also thinks Wakam should pay the claim because it made an offer for some of the damage. However, when Wakam later reviewed the claim, it decided there was no cover under the policy. Wakam didn't need to pay the claim simply because it had previously made an offer. An insurer is entitled to review a claim and to change its position on whether to settle it. I've also already said I don't think there was cover under the policy for the damage. However, I'm aware there was a loss of expectation. When Wakam responded to the complaint, it accepted the claim could have been better handled and acknowledged that the new loss adjuster had made a settlement offer that was later withdrawn. Wakam offered £450 compensation for how it dealt with the claim. Looking at everything that happened, including the loss of expectation, I think that was reasonable. I don't think Wakam needs to pay the settlement it previously offered or any further compensation.

As a result, I don't uphold this complaint or require Wakam to do anything further.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 13 May 2024.

Louise O'Sullivan
Ombudsman