

The complaint

Mr D complains that Wakam declined a claim for storm damage under his home insurance.

Mr D's policy was sold and is administered by a third party company on Wakam's behalf and all his correspondence has been with this company. However, Wakam is the policy underwriter so his complaint is against Wakam. Any reference to Wakam in my decision includes the policy administrator.

What happened

Mr D had a home insurance policy, underwritten by Wakam. In early November 2023, he discovered severe damage to his home caused by water coming through the roof. He reported this to Wakam and made a claim on his insurance.

Wakam appointed a surveyor to inspect the damage. The surveyor visited Mr D's home on 28 November 2023 and found:

- Water damage to the bathroom ceiling, walls, and adjoining bedroom wall, and a hole in the roof visible from the loft. Mr D also told him he'd removed the bathroom carpet. Mr D said this happened sometime between 2 and 5 November ('Incident One').
- Damage to the kitchen ceiling, low level water on the kitchen floor, and damage to cupboards ('Incident Two'). Mr D told him this happened about a week after Incident One.

The surveyor concluded that the Incident One damage was caused by "*a hole or slipped tiles on the roof.*" His report didn't say how the roof tiles might have been damaged, although he noted "*the policy storm threshold has not been reached*". He thought the internal water damage should be covered by Mr D's accidental damage insurance.

The surveyor didn't think the Incident Two damage was caused by water entering the air vent from the gutter. He noted the kitchen was directly under the shower and bath area, and that the timber under the bath had rotted. He thought this suggested a long-standing issue. He recommended Wakam instruct a leak detection expert to find the water source.

Wakam instructed a leak detection expert. This expert visited Mr D on 27 December. He found:

- A gap in the roof tiles, water damage to the kitchen external wall, bedroom, and bathroom, and part of the kitchen ceiling had collapsed.
- Guttering had come away from the soffits and wasn't adequately collecting water coming off the roof. This allowed water to run down the brickwork and wash the pointing from between the bricks. It also allowed water to come through two air vents on the same wall.
- He concluded: "*the main cause of the water damage within the property is due to a failure in the roof tiles, allowing rainwater to ingress and track down to the ground floor. Other factors also may be allowing water to pass into the property, including the*

guttering, pointing and air vents.”

- He recommended that the failed roof tiles and guttering on kitchen and bathroom external walls be replaced.

Wakam declined Mr D’s claim. It said its experts concluded the “*proximate cause of this incident was the poor maintenance of the property.*” It told Mr D his policy didn’t cover wear and tear or any gradual deterioration. Mr D was unhappy with this and brought his complaint to this service. He wants Wakam to settle his claim.

Our investigator didn’t recommend that Mr D’s complaint should be upheld. He wasn’t satisfied there were storm conditions at the time of Mr D’s claim. He also found Wakam’s expert reports persuasive. He thought the reports confirmed that the damage was due to wear and tear, which isn’t covered by Mr D’s policy. He explained that Mr D hadn’t provided evidence that contradicted these findings, such as a report from his own expert. Because of this, he didn’t think Wakam had acted unreasonably by declining the claim.

Mr D disagreed with our investigator, so the case was passed to me.

What I’ve provisionally decided – and why

I issued a provisional decision on this complaint on 24 July 2024. I said:

“First, ombudsmen decisions are published so are written in a way that prevents the customer from being identified. Mr D’s personal circumstances are known to both parties so I’m not going to set them out here. If I’m vague about them it’s to keep Mr D from being identified not because I’ve ignored them or think them irrelevant.

Second, Mr D has sent us a large amount of correspondence and other evidence that he says shows Wakam’s decision was unfair. I’ve looked at everything he’s sent us but I don’t think I need to comment on each point to reach the right outcome. I’ve focused instead on what I think are the key issues.

Like most policies, Mr D’s cover only makes Wakam liable for damage caused by one of the insured events listed in his policy. In my opinion, there are two possible insured events here: accidental damage or storm damage. Mr D initially asked Wakam to look at this as accidental damage, however he also noted that storms Babet and Ciarán hit the UK around the time he discovered the damage. I’ve considered both, starting with his storm cover.

Mr D’s policy schedule and page 21 of his policy booklet shows he’s covered for damage caused by a storm. Page 9 of the booklet defines a storm as: “A period of violent weather defined as a gale of Force 10 or above... reaching wind speeds of at least 55mph, or torrential rain that falls at a rate of at least 25mm per hour....”

As our investigator explained, when we look at complaints about storm damage we ask three questions:

1. *Were there storm conditions on or around the date of the claim?*
2. *Is the damage consistent with storm damage?*
3. *Were the storm conditions the main cause of the damage?*

If the answer to any of these questions is “no” the claim is unlikely to succeed.

Mr D reported the damage on 5 November 2023. Wakam told us its weather data showed there weren't storm conditions at that time.

I looked at weather data for the week leading up to 5 November 2023. Met Office information for the 2023/24 storm season shows storm Ciarán hit the UK on 1 and 2 November 2023. This “exceptionally severe storm” was characterised by high winds and “significant and unwelcome heavy rainfall on top of persistent wet weather through much of October.”

Data from the weather station closest to Mr D's home shows wind gusts reaching a maximum of 39mph and a maximum rainfall of 3.6mm per hour (both on 2 November) in the week before Mr D reported the damage, and total rainfall of 42.6mm in the week to 5 November. I agree with Wakam that this doesn't meet the policy definition of a storm.

I've looked back a little further, to storm Babet. This storm hit the UK from 18 to 21 October. Data from another weather station shows wind gusts reaching a maximum of 29mph on 17 October. It also recorded a maximum rainfall of 6.8mm per hour and total rainfall of 23.4mm on 20 October. Again, these figures don't meet the policy definition of a storm.

As our investigator explained, this service takes the view that damage can occur even when wind speed is lower than 55mph. I'm also conscious that the weather data I've reviewed was from weather stations ten miles from Mr D's home. I agree with Mr D when he says detailed weather records “may not always capture the full extent of localized or extreme weather events that can impact specific areas differently.” I think that's particularly relevant where there were two named storms in close succession. Mr D has also sent us links to several news stories – both local and national – that reported the severity of the storms. So I think I need to consider our other questions before making my decision.

I think it's reasonable to think high winds might cause damage to a roof and result in rain getting into a home. I think Wakam would accept this general point. The question then is whether high winds were the main cause of damage.

As Wakam said, Mr D's policy booklet says Wakam doesn't cover “Loss or damage as a result of gradual causes including wear and tear... [and] gradual deterioration (whether you were aware of it or not)” (‘General Exclusions’, paragraph 12). Section 5 of the booklet says: “A well-maintained building should withstand all but the most severe weather conditions. It is important to remember that you are responsible for maintaining your home in a good state of repair....” I think that's reasonable, and in line with most home insurance policies.

Wakam relied on its expert reports to conclude that “the proximate cause of this incident was the poor maintenance of the property”. However, that isn't what the reports say. Neither mentions poor maintenance or wear and tear. In fact, the surveyor's report says: “The property appears to have been reasonably well maintained by your Insured.”

Both experts concluded that the main cause of damage was the hole in the roof. But neither said this was due to poor maintenance. In fact, neither report offered any explanation for the failure of the roof tiles or commented on the condition of the roof. Neither report contained photos of the roof or failed tiles. The only external videos or photos in the reports are of the brickwork and guttering. Both experts saw the hole but don't seem to have investigated it.

I accept their findings about the guttering and brickwork – that the guttering has failed allowing water to wash down the external wall and enter Mr D's building. In my opinion, this is supported by the photos and videos in their reports, as well as the photos and videos supplied by Mr D. However, it seems to me that Wakam has simply assumed that the roof

damage must have been due to wear and team because the weather data didn't suggest a storm.

Having said that, the official Met Office report for storm Ciarán said its worst impact was in the English Channel and south coast. It didn't track further north, as initially feared. Storm Babet had even less impact where Mr D lives. Data from all weather stations shows that maximum wind gusts where Mr D lives didn't get above 39mph during either storm.

I know Mr D sent us links to news stories about the storms. However, most were written before the storms hit to warn readers of the upcoming bad weather. It's clear from official weather records that the storms didn't have a major destructive impact where Mr D lives. I found a local news report for Mr D's area from 3 November 2023 – the day after storm Ciarán – that said the predicted strong winds had “failed to materialise”.

As a result, I'm not persuaded the weather conditions alone were severe enough to make a hole in a well-maintained roof. I don't think these conditions could have been the main cause of damage. This means the damage isn't covered by the storm section of Mr D's policy.

However, it's our long-established approach that if a storm claim is declined by the insurer, it should consider whether damage to the internal part of the building is covered by the policyholder's accidental damage insurance.

Mr D's policy schedule shows he's covered for accidental damage. Page 6 of his policy booklet describes this as: “Sudden, unexpected and physical damage which a) happens at a specific time; and b) was not deliberate; and c) was caused by something external and identifiable.”

Wakam's surveyor report said: “For the resultant damages to the bathroom, bedroom ceiling and walls be considered accidental damages for which policy liability will attach subject to a £100 excess.” I agree, and I don't understand why Wakam didn't accept this recommendation. I think it's apparent that this (Incident One) damage was sudden, happened at a specific point between 2 and 5 November, and was caused by the hole in the roof. It follows that I don't think it acted fairly when it declined this part of Mr D's claim. I think it should settle it in line with the remaining policy terms.

I don't think Wakam should be liable for the damage in Mr D's kitchen (Incident Two). While the second report said this was also caused by the hole in the roof, I don't think it can reasonably be considered accidental damage because:

- This happened about a week after Mr D discovered the hole.
- It doesn't look like he arranged a temporary repair to prevent further damage.
- I don't think rainwater getting through a hole that was known to the policyholder can be considered unexpected.
- The leak detection report says rainwater entered Mr D's home “in multiple areas”, including through the damaged brickwork.
- That's the result of a gradual deterioration of the wall, and not covered by his policy.

Finally, it's clear to me that Wakam's failure to follow its expert's recommendation and settle the claim for interior bathroom/bedroom damage caused Mr D some distress. I think it should pay him £150 compensation for this.

I know Mr D feels very strongly about this and he'll be disappointed that I'm not asking Wakam to settle his claim in full. However, for the reasons set out above – and subject to the parties responses to this provisional decision – I'm only going to ask Wakam to settle part of

his claim.”

Responses to my provisional decision

Wakam didn't agree with my decision to uphold part of Mr D's complaint. It said:

- The internal damage in the bathroom or bedroom doesn't meet the policy definition of accidental damage.
- It referred me to page 2 of the leak detection report: “...*the damages to the roof and guttering cannot be attributed to the storm conditions but are attributed to the lack of maintenance and defects of the roof, guttering and downpipes. This has caused deterioration of the pointing in the brickwork and resulted in ingress of water into the property in multiple areas and over multiple incidents.*”
- It said its surveyor came to the same conclusion: “*Moisture is ingressing through the property's brickwork and the roof tiles... This provides evidence that water is ingressing in multiple areas rather than just one area... the main cause of the water damage within the property is due to a failure in the roof tiles, allowing rainwater to ingress and track down to the ground floor.*”
- The reports show the internal water damage wasn't due to a single event (the hole in the roof).

Mr D provided detailed comments, including more weather information, and asked me to reconsider my decision. He said, in summary:

- His home was severely damaged during storm Babel. Storm Ciarán caused further damage.
- I should consider “*the cumulative impact of wind gusts and rainfall*” instead of the “*rigid definitions*” in his insurance policy.
- The primary cause of damage to his kitchen was his gutter system was damaged during the storms, allowing rainwater to cascade down his walls.
- If not for the storm, his roof and gutters would have worked properly and the damage wouldn't have happened.
- I should uphold his claim for accidental damage to the kitchen for the same reason I upheld the accidental damage claim for his bedroom and bathroom.
- Wakam's response to his claim was poor. It failed to contact him as promised, and he had to resubmit his claim. These delays resulted in additional damage to his home that “*could have been mitigated with prompt attention.*”
- Wakam failed to provide appropriate support during his claim and its agents treated him poorly.

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'm grateful to both parties for their thoughtful responses. Mr D provided an incredibly detailed response running to several pages. As I said in my provisional decision, I've read everything he's said but I won't comment on every point. I've focused instead on what I think are the key issues.

I'd already considered the Met Office reports Mr D provided, as well as weather information from other sources. I understand his argument that a storm can be difficult to classify. That's

one reason why it's important that the insurance industry has a commonly accepted definition – so it's clear what is or isn't a storm for insurance purposes. The definition in his policy is common across the insurance industry and is consistent with how the Met Office, and others, classify a storm. For example, the internationally recognised Beaufort Scale classes a storm at Force 10 and above (over 55mph).

In any case, I considered the weather conditions more widely than the strict policy definition. I've considered this alongside our key question: was the storm the **main** cause of damage. And, as I explained in my provisional decision, the evidence doesn't persuade me that it was. I don't think the wind gusts or rainfall recorded near Mr D's home were enough to create a hole in a well-maintained roof. This means the damage isn't covered by the storm section of Mr D's policy.

I also understand Wakam's argument that the internal damage to Mr D's home isn't covered by the accidental damage section of his policy. I thought very carefully about this and covered it in my provisional decision:

Both experts concluded that the main cause of damage was the hole in the roof. But neither said this was due to poor maintenance. In fact, neither report offered any explanation for the failure of the roof tiles or commented on the condition of the roof. Neither report contained photos of the roof or failed tiles. The only external videos or photos in the reports are of the brickwork and guttering. Both experts saw the hole but don't seem to have investigated it.

Wakam's surveyor concluded that the Incident One damage (the water damage to the bedroom and bathroom) was caused by "a hole or slipped tiles on the roof." While I'm satisfied that the storm wasn't the main cause of damage, the internal damage to the bedroom and bathroom can still be considered under Mr D's accidental damage cover.

As I said in my provisional decision, Wakam's surveyor recommended that Wakam accept the claim for accidental damage. I don't know why Wakam didn't accept this and Wakam didn't address this point in its response. The damage to Mr D's bathroom and bedroom was sudden, happened at a specific point between 2 and 5 November, and was caused by water coming through a hole in his roof. This meets the policy definition of accidental damage and I see no reason to change my findings on this.

I also explained why I didn't think Wakam should be liable for the Incident Two damage in the kitchen. Mr D's comments don't change the facts that this damage occurred about a week after he discovered the hole in his roof. He knew about this but didn't arrange a temporary repair to prevent further damage. I accept that the leak detection report says rainwater entered Mr D's home "in multiple areas", including through the damaged brickwork. However, the report concluded that "the main cause of the water damage within the property is due to a failure in the roof tiles." I don't think this can be considered sudden or unexpected, so I'm satisfied that it isn't covered by Mr D's policy..

My final decision

My final decision is that I uphold the complaint for the same reasons set out in my provisional decision. I order Wakam to:

- Settle the claim for accidental damage to the bathroom and bedroom in line with the remaining policy terms; and
- Pay Mr D £150 to compensate him for the distress and inconvenience it caused him.

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

reject my decision before 10 September 2024.

Simon Begley
Ombudsman