

## **The complaint**

Mr J complains Watford Insurance Company Europe Limited unfairly declined a storm damage claim under a home insurance policy.

Reference to Watford include its agents.

## **What happened**

In summary, Mr J held a home insurance policy which was underwritten by Watford.

Mr J raised a storm claim in late March 2024 following water entering his property through a flat roof. Before contacting Watford, Mr J undertook repairs to the flat roof, leadwork, and replaced timbers. This cost him £6,500. Watford therefore asked him to provide before and after photos, amongst other things. After some consideration, it declined the claim referring to the policy terms.

Watford has said, in brief, no storm conditions were present on or around the date of loss. Rather, water got in through failed joints between the wall and roof, and this was likely an ongoing problem as mould was evident on an internal wall. It also said it was likely the roof failed due to its age and had reached the end of its life expectancy.

Mr J didn't agree. He said, in brief, there was a storm, water got in due to roof failure during these poor weather conditions, the roof was replaced in 2016, and Watford should have attended his property to validate the claim rather than rely on guesswork.

Watford responded to Mr J's complaint. Mr J remained unhappy, so he asked this Service for an impartial review. The Investigator didn't recommend the complaint be upheld. Mr J didn't agree, so I must decide the complaint.

## **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.

Our Service has an established approach to cases involving storm damage. We ask three questions:

- Were storm conditions present on or around the date damage is said to have occurred?
- Is the damage being claimed for consistent with damage typically caused by a storm? And:
- Was a storm the main cause of damage?

If the answer to any of these questions is "no", then it's unlikely I'd expect a claim to succeed.

I find weather reports most persuasive when thinking about question one. They give an indication of the likely local weather conditions around the date of loss.

Mr J told Watford this was at the beginning of March 2024, so that's my starting point. And I've also reviewed the weather report as far back as 31 January 2024 given the conditions Mr J described in the lead up to the loss. I find this is a reasonable period between Mr J noticing the damage, and whether the weather report supports a one-off storm event occurred in the lead up to the same.

The maximum gust from a weather station within two miles of Mr J's property was 33 MPH. I don't consider this supports a storm was present during this period. Rainfall from a station within three miles of the property recorded 4.4mm of maximum hourly rainfall, with a maximum 24-hourly rate of 18.6mm. I don't consider this supports a storm was present over this period either. Therefore, it follows I find the answer to question one is "no".

For completeness, I've thought about questions two and three. I think it's reasonable to conclude the answer to question two is "yes". Water entering a property through a failed roof during a storm is damage consistent with that of a storm.

In thinking about question three, I've thought about the information Watford had available to it when assessing this claim, and whether I am satisfied a storm was the main, dominant cause of damage – keeping in mind the weather report information I set out above.

Watford has said, in brief, repairs Mr J undertook were significant – costing £6,500, photos Mr J provided didn't show the condition of the roof prior to strip out, or evidence of storm damage. I find these were fair and reasonable conclusions for Watford to reach based on the photos I've reviewed.

It said it was likely water entered the property through failed joints between the wall and flat roof, this was an ongoing problem, and this is supported by mould seen in the photo of the internal damage Mr J sent it. And while it accepts there was some heavy rainfall present around the date of loss, it is unlikely rainfall alone would damage a roof – designed to withstand the same – unless there were underlying problems with it. And the rainfall merely highlighted defects with the roof. I find that was a fair and reasonable conclusion for Watford to reach based on the information it had available to it and based on the weather report.

Mr J accepts there was a mix of colour staining on an internal wall where water was getting in, which is normal for a property of its age, but this wasn't evidence to show mould was present. Having looked at the photo, I find Watford's conclusion that mould was present to be fair. This supports its position that damage wasn't the result of a one-off insured event, and more likely than not occurred over time.

Mr J also said the flat roof was replaced in 2016, so Watford's conclusion that it had likely reached the end of its life was unfair. But based on the evidence available, while the roof was likely only around eight years old when it failed, it seems less likely a one-off storm event caused its failure and was the main, dominant cause of damage here – rather than Watford's conclusion that it failed over time and rainfall merely highlighted the problems. Therefore, it follows that I am not satisfied the answer to question three is "yes".

I've noted Mr J's comments regarding the way in which Watford assessed this claim. He said it should have visited the property rather than rely on guesswork. But I find it unlikely a visit would have made any material difference here. I say this because Mr J arranged repairs before Watford had the opportunity to attend, inspect the damage, and validate the claim. Watford therefore requested Mr J provided photos, amongst other things, to assist it. I am satisfied this was a fair and reasonable approach for it to take in these circumstances.

Finally, I note Mr J hasn't made a claim for internal damage, so I've not considered that further. But for completeness, I've reviewed his policy schedule which sets out cover for accidental damage is not included within the policy coverage. Therefore, I don't think a claim for the roof damage under accidental damage would succeed here either.

In concluding, the policy allows Watford to decline a claim where damage is the result of wear and tear, or happened gradually over time. I find Watford assessed this claim fairly, and I am not satisfied it failed to reach a fair and reasonable outcome on the same based on the information available to it at the time.

Mr J has referred to delays, the need for him to chase and send correspondence, and he's unhappy with the way Watford handled matters overall. But because I find Watford assessed and concluded this claim fairly, it follows that I don't require it to take any action.

I accept my decision will disappoint Mr J. But it ends what we – in attempting to informally resolve his dispute with Watford – can do for him.

### **My final decision**

I've decided not to uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 14 January 2025.

Liam Hickey  
**Ombudsman**