

The complaint

Mrs M and X complain that Fairmead Insurance Limited ("Fairmead") has declined to pay out for their home insurance claim.

What happened

Mrs M and X's home was affected by a fall of hail in early December 2020. Water damage was caused to both buildings and contents in several rooms in their home. They made a claim to Fairmead under their home insurance policy.

Mrs M and X say that the hail fell in sufficient quantity to block the gutters on their property. This caused the gutters to overflow, causing water to enter their home via the underside of the roof slates. This damage was caused by the water entering at various points on the roof. X has stated that no damage was caused to the roof.

Mrs M and X contacted Fairmead to make a claim. The claim was initially declined as there was no storm in the area at the time. Mrs M and X complained to Fairmead which then sent out a surveyor to examine the damage. The surveyor wasn't able to climb up and inspect the roof area due to the height of the building, so it asked Mrs M and X to provide a report on the state of the roof which cost them £100. This report was dated 26 January 2021.

Fairmead again declined the claim on the basis that there was no insured event due to the weather conditions in the area at the time not qualifying as a storm under its policy. Fairmead also mention that the report and photos obtained by Mrs M and X showed that the roof was in a relatively poor state of repair and evidence gathered from the kerbside by their surveyor shows that the walls of the property showed that water had been leaking and damaging the walls for some time.

Mrs M and X did not agree and raised the following points:

- By sending out a surveyor Fairmead had effectively agreed that a storm condition had existed when the damage happened.
- The roof was not in pristine condition but that it had never leaked before, so the weather of early December must have caused the water to enter their home.
- They are unhappy about the cost of their roofing report, saying that if Fairmead had already decided that the claim was to be declined, why did they have to pay for the report.
- The claim is for both buildings and contents and Mrs M and X are unhappy that Fairmead have not acknowledged this.

One of our investigators looked into the complaint. She carried out research into the weather in the area at the time and this agreed with Fairmead's point that the weather event did not qualify as a storm. Our investigator also agreed with Fairmead that the roof was in a poor state and that Mrs M and X's roofing report was carried out after a following episode of

snowy weather in January 2021, and that their roof inspector wasn't aware when he made the report that it related to the weather in December 2020. Our investigator agreed that Fairmead had declined the claim in accordance with its terms and conditions.

Our investigator did agree that Fairmead had handled the claim in a way that caused trouble and upset to Mrs M and X because of the way it initially declined the claim, then sent out a surveyor, then asking Mrs M and X to incur the cost of the roofing report, then declining the claim again. Our investigator recommended that Fairmead refund the £100 cost of the roofing report and pay an additional £150 for Mrs M and X's distress and inconvenience.

Mrs M and X did not agree with the view. They complain about the definition of storm used by Fairmead and say they have had three more roofers visit the roof, all of whom have confirmed that the roof is in good repair, and that the damage caused by the early December weather was unavoidable and due to the nature of the weather itself.

They asked that an Ombudsman review their complaint, so it has been passed to me to make a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I want to assure Mrs M and X that I've read and considered everything that both they and Fairmead have said when reaching my decision. I haven't referred to all the points raised as I've focused on what I feel are the key issues of the case. Having done so, I intend to partially uphold it and I'll explain why.

My role is to assess whether I think Fairmead made a mistake, or treated Mrs M and X unfairly, in how it decided to decline the claim.

Fairmead's policy provides cover for damage caused by a range of perils that might happen, such as storm. In order to make a successful claim, Mrs M and X need to show that the damage they're claiming for was caused by one of the perils listed in his policy.

The peril Mrs M and X claimed under is the peril of storm. This is defined differently across the insurance industry but the definition used by Fairmead is:

"STORM

Wind speeds with gusts of at least 47mph/75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass."

There are three conditions that need to be met before this service would say a claim for storm damage should succeed. Those are:

- 1. Is there evidence that there was a storm around the date of the damage?*
- 2. Is the damage consistent with what we would normally consider storm damage?*
- 3. Was the storm the main cause of the damage?*

I have assessed Mrs M and X's complaint with these three questions in mind. The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm

complaint is upheld.

The damage that happened to Mrs M and X's home took place by a method that has been described by X as a fall of a type of hail, which accumulated in the gutters, blocking the downpipes. Water then backed up in the gutters because of the blockage, moving under the slates and causing the water damage. X says that it took him two hours to clear a blockage in the central valley gutter by pouring water from a kettle onto it when he accessed the roof at 6am. The damage happened to two rooms and a hallway in the property which are serviced by different gutters.

It seems clear to me that this water damage was caused by the unusual weather occurring at the time. I am minded that Fairmead's definition of storm is designed to pay for claims where the hail fall is violent in its nature, but with Mrs M and X's claim it is the amount of hail fall that is relevant. Fairmead do not specify an amount of hail that must fall, just that it must be intense. I can see from videos posted online that the weather that night certainly seems very poor but seems too wet to cause impact damage.

Our investigator carried out research into the weather conditions in the area at the time, as have I, and our results agree that the figures fall below the minimum criteria set out in the policy definition. But a search online shows many references to phenomena at that time like "thundersnow" mixed with the low temperatures and a yellow weather warning. This seems to tell me that the weather was stormy on that night and I am minded that I should direct Fairmead to handle Mrs M and X's claim under the storm peril as I believe the rate of hail fall was likely to have been greater than the 25mm/one inch per hour stated in Fairmead's definition of storm.

I think that Mrs M and X could reasonably expect this policy to respond to claims where damage has happened from a significant weather event, even if the policy wording does not cover the exact nature of the event. I intend to direct Fairmead to handle the claim as a storm, subject to the rest of the terms and conditions of the policy.

Wear & Tear

Fairmead's surveyor who visited the property in December 2020 inspected the property from the roadside and said that he could see evidence of spalling of the walls indicating that the gutters were in poor condition and had been leaking for some time. Fairmead refer to this in its evidence it has submitted to this service. It has provided photographs of the roof and gutters showing that they are in, it says, poor condition.

Mrs M and X arranged for an inspection of the roof and gutters in January 2021 which said:

"all defects found in slating/leadworks are the result of recent bad weather".

This inspection was made following a further heavy snowfall in early 2021. Fairmead have provided evidence that a conversation between its surveyor and the roofer showed that the roofer thought he was asked to prove that the roof and gutters were in poor condition due to the heavy snowfall of January 2021 rather than the hail of December 2020. Fairmead say that the roofer couldn't confirm whether the hail of December 2020 was sufficient to cause the damage. It says that the roof must have been in poor condition before the events of December 2020.

Mrs M and X say have also since asked for other roofing companies to inspect the roof and they say:

"All three roofers reported that the roof was in good repair and confirmed that the

damage incurred on 5th December was simply due to the unusual weather and was unavoidable.”

I have not seen a report from these builders but I have looked at the photos provided by Fairmead and I can see that there are gaps in the slates on the roof and in my opinion some repairs are probably necessary. X has confirmed that the roof is “not in pristine condition” as might be expected on an older property of this type.

Mrs M and X have also provided a sketch map of the damage in their property. I can see from the positioning of the damage that some of it has happened to rooms on the outside of the property indicating that the gutters to the edge were overwhelmed. There is also damage to a central location in the property which indicates to me that the central “valley” gutter was overwhelmed at the same time.

I do understand Mrs M and X’s point that the roof had never leaked before, so I can understand their logic that the water damage must have resulted from the weather in early December 2020. They have also explained that as the central valley gutter was blocked by the hail, water backed up in the gutter to a depth sufficient to leak under the surrounding slates and enter the property causing the damage.

I mentioned above that Mrs M and X said it took two hours to clear the blockage with a kettle early the following morning and I find their evidence compelling that this was a hail storm of sufficient severity to block the gutters. I am of the opinion that the damage caused by the central valley gutter overflowing would not have been changed by the extent of wear and tear to the roof demonstrated by Fairmead and so I intend to direct Fairmead to bear the cost of repairing the damage in this location (the hallway).

The damage caused to the bedroom and lounge seems to have been affected more by the wear and tear that Fairmead’s surveyor noticed. The surveyor mentioned damage to the walls which would normally result from the gutters being in poor condition and overflowing over a period of time. Certainly, to be able to notice this from ground level indicates that the spalling must be significant. I think it’s likely that the damage to these rooms on the outside of the property was significantly contributed to by the condition of the gutters. This means that under the point mentioned above, “3. Was the storm the main cause of the damage?” I think that the primary cause of the damage in these rooms was more likely to have been due to wear and tear of the roof and gutter, so it follows that I think Fairmead can exclude cover for the damage in these rooms due to wear and tear.

Buildings and contents

Fairmead declined the claim under both of these parts of the policy when they applied the storm exclusion. It is my intention that they should pay for both the buildings and contents parts of the damage caused in the central hallway mentioned above. In my opinion, it follows that the damage caused in the bedroom and lounge falls under the wear and tear definition and as such Fairmead won’t have to pay for either buildings or contents in these locations.

Service

I agree with our investigator’s view that Mrs M and X have been caused distress and inconvenience by Fairmead’s handling of the claim. It seems to me that Fairmead have turned down this claim in its early days without considering it enough. The initial claims handling to decline the claim, followed by sending out a surveyor, then asking Mrs M and X to pay for their own report, followed again by declining the claim is poor service. It’s my intention to direct Fairmead to refund the £100 paid for the roofing report and I also think that Fairmead should pay £200 in compensation for the inconvenience it has caused Mrs M and

X.

Response to my provisional decision

Mrs M and X agreed with my provisional decision and Fairmead said it had nothing to add.

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.

As both parties either agreed with my provisional decision or had nothing to add, then my final decision and reasoning remains the same as in my provisional decision.

My final decision

For the reasons set out above, my final decision is that I partially uphold this complaint. I direct Fairmead Insurance Limited to:

- Handle the claim for damage to the central area of the property as a storm claim for both buildings and contents.
- Refund the £100 Mrs M and X paid for the roofing report.
- Pay Mrs M and X £200 for their distress and inconvenience.

Fairmead Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mrs M and X accept my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M and X to accept or reject my decision before 30 March 2022.

Richard Sowden
Ombudsman