

## **The complaint**

Mrs A has complained about U K Insurance Limited's (trading as Sainsbury's Premier Cover Home Insurance, who I will refer to as 'UKI') decision to decline a claim she made on her home insurance policy for damage to her property caused by a storm.

## **What happened**

Mrs A noticed mould on the wall of one of her bedrooms, located directly beneath the roof which she believes was caused by a prolonged period of stormy weather occurring between August and October 2023. Mrs A believes that ten or more tiles were lifted off her roof during the storms, allowing water to ingress into the bedroom below.

She submitted a claim on her home insurance policy for the damage to UKI. However, UKI declined the claim on the basis that there had been no evidence of storms in her area over the relevant months. UKI also said that the mould would have appeared gradually so wasn't the result of a 'one-off' event.

Unhappy with UKI's claim decision Mrs A raised a complaint and received its final response letter not upholding the complaint on 1 December 2023. UKI's complaint handler explained that having checked the weather data for Mrs A's area around or prior to the date of the damage, it concluded there were no storm conditions in the area during that time. As Mrs A didn't agree with UKI's response, she referred her complaint to this service in January 2024.

One of our investigators looked into what had happened and issued a view not upholding the complaint. He said that UKI had fairly concluded that mould damage wouldn't be covered by the policy. He also explained that while there had been a prolonged period of bad weather from August 2023, accumulated bad weather is not an insured peril. He said that when we consider a storm as an insured peril, we look at a specific date when the damage occurred.

Our investigator obtained weather readings for Mrs A's area from 25 July 2023 until 18 November 2023. On reviewing that data, he concluded that there was no evidence of a storm, as defined by the Association of British Insurers, during that period. As there was no insured peril, UKI was entitled to decline the claim under the policy terms and conditions.

Mrs A didn't agree with our investigator's view and requested an ombudsman's decision on 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.

Mrs A is unhappy that UKI declined her claim as she believes that storm conditions were responsible for the damage caused to the tiles on her roof, and the subsequent damage to the bedroom below. So, I've considered the claims' decision reached by UKI to see whether it was made in accordance with the policy terms and was reasonable in the circumstances.

As our investigator explained, when our service considers complaints about claims for storm damage, we ask ourselves three questions, the first of which relates to whether or not there was a storm. Unless the answer to all three questions is yes, it's likely that the claim wouldn't succeed.

The first question we ask is, were there were storm conditions on or around the date of the reported damage?

UKI has not accepted there were storm conditions around the time Mrs A reported the damage to her roof. Our investigator obtained weather data from 'Euro Tempest' to assess whether UKI's claim decision was fair. This is a reliable source of meteorological data used by the Financial Ombudsman Service when establishing how much rainfall there had been and what the wind speeds were in the relevant area at or around the time in question. The data obtained by our investigator didn't evidence any storm conditions during the period in question. However, Mrs A has provided photos and searches which she says demonstrates storm conditions were evident in her area at the relevant time.

Where the information is contradictory or inconsistent, as it is here, I base my decision on what I think most likely happened. I have considered the ABI's definition of a storm, as set out in our investigator's view, together with the evidence provided by Mrs A, and the weather data obtained by our investigator. Having done so, I am more persuaded by the weather data from Euro Tempest which doesn't indicate that there was the sort of violent rainfall and/or winds that might reasonably be considered consistent with a storm, during the relevant period. Therefore, I conclude that UKI's decision to decline the claim was in line with the policy wording and was fair and reasonable in the circumstances.

As I'm satisfied that the damage wasn't caused by a storm, I don't need to go on to consider the next two questions that we would usually ask, when considering a claim of this nature. Taking everything into account, I'm persuaded that UKI has acted within the policy terms and conditions and have fairly declined Mrs A's claim. I therefore do not uphold this complaint.

### **My final decision**

For the reasons set out in this decision, my final decision is that I do not uphold Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 14 June 2024.

Carolyn Harwood  
**Ombudsman**