

The complaint

Mr M and Miss R complain about Watford Insurance Company Europe Limited's (Watford) handling of a claim made for storm damage under their Residential Property Owners policy.

Reference to Watford includes its agents.

What happened

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- Mr M and Miss R made a claim via their broker on 10 August 2023 for storm damage to their rental property that occurred at the beginning of August.
- Watford declined the claim as it said there wasn't a storm at the property around the time of the claim. However, it made an offer of £150 as it acknowledged it could've been clearer with Mr M and Miss R about what information it required from them and why the claim was declined.
- Mr M and Miss R have provided evidence of Storm Antoni hitting the UK on 5 August 2023.
- Our Investigator didn't uphold the complaint. She checked the weather conditions for the property's location and didn't find any evidence of storm level conditions. She felt the offer of £150 compensation was fair in the circumstances.
- Mr M and Miss R disagree and feel the evidence they have provided about the storms hitting the UK should be sufficient. They have maintained the property and the water ingress didn't happen until around the time of storm Antoni.
- So, the complaint has been passed to me, an Ombudsman to make a final decision.

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.

Having done so, and whilst I appreciate this will disappoint Mr M and Miss R, I'm not upholding their complaint regarding Watford declining the claim for storm damage and I'll explain why.

At this service when considering storm damage complaints, we consider three main issues:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- If so, is the damage being claimed for consistent with damage that a storm typically causes?
- And were the storm conditions the main cause of the damage?

If any of the answers to the above is 'no', the claim wouldn't be successful.

Do we agree that storm conditions occurred on or around the date the damage is said to have happened?

Mr M and Miss R's policy doesn't define a storm but our approach at this Service is a storm generally involves violent winds, usually accompanied by rain, hail or snow.

So, the first thing for me to establish is whether there were storm conditions at the time the damage was said to have occurred. Mr M and Miss R have said that the damage was reported to them by their tenants, and they believe the damage occurred around the beginning of August 2023.

Some weather records were contained in the reports supplied to us by Watford and these don't show storm conditions in the local area of the property.

As Mr M and Miss R mentioned to this service that there was a storm called 'Antoni' I've looked into the dates and location of that storm. Storm Antoni happened on 5 August 2023 and the areas that were most affected by this storm, were across South Wales and Southwest England, and southern coastal areas, so not in the area where the property is located.

But for completeness we've independently checked local weather records for where the property is located going back from the claim until the 5 July 2023. The local weather station records don't show that a storm occurred in the location of the rental property.

Therefore, I haven't seen that the area where the rental property is located was affected by a storm either around beginning of August or the month prior to the claim or by storm Antoni. For that reason, I'm not persuaded Watford did anything wrong in declining the claim for the damage under the storm peril of the policy, so I won't be asking it to do anything more.

As I have answered 'no' to the first of the three points we consider, the other points fall away so, I won't be considering the further two points.

It isn't disputed that Watford didn't provide good service particularly around the communication to the reasoning behind the decline of the claim and the requests it made for unnecessary information. Watford has already made an offer to pay £150 to settle this part of the complaint and I think this offer is fair in all the circumstances.

My final decision

For the reasons given above, my decision is that Watford Insurance Company Europe Limited should pay £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Miss R to accept or reject my decision before 25 July 2024.

Angela Casey
Ombudsman