

The complaint

Mr C's complaint arises from a claim made under his home emergency insurance policy with Alwyn Insurance Company Limited.

What happened

Mr C took out this policy in early 2023 to cover a property he lets out. In late December 2023, Mr C contacted Alwyn to make a claim under the policy, as his tenants had reported a leak through the roof following bad weather.

Alwyn refused the claim, as it said the policy only covers leaks caused by adverse weather and this meant there had to be wind speeds exceeding 55mph at the relevant time and this was not the case. Alwyn says it had used an industry wide definition of storm supported by the Association of British Insurers ("ABI").

Mr C was very unhappy with this. He said there is no definition of "*adverse weather*" in the policy and no wording in the policy about there needing to be certain wind speeds.

Alwyn maintained its position on the claim, so Mr C referred his complaint to us.

Mr C has told us he had his own roofer look at the issue and he repaired the damaged tile at no cost. However, Mr C is unhappy with the handling of the claim and that Alwyn has relied on definitions that are not in the policy. He is also concerned about any future claims, as he holds the same policy on other properties. Mr C says he specifically chose this policy as it covered slipped roof tiles. He has asked for an apology, £100 compensation and confirmation that any roofing claim on any of his other policies will be dealt with on a case-by-case basis and that at least someone be sent out to assess any roof damage.

After the complaint was referred to us, Alwyn agreed to pay Mr C the £100 compensation he had asked for.

One of our Investigators looked into the matter. She thought it was fair for Alwyn to rely on the definitions it had. However, she looked at the weather reports in the location of Mr C's property at the relevant time and found that there had been windspeeds of up to 59mph, which was high enough to meet the criteria Alwyn was relying on anyway. She did not therefore think the fact it was relying on a definition of adverse weather that was not in the policy had any impact. The investigator said Alwyn should have responded to Mr C's claim. However, as he had the roof fixed at no cost, there was nothing that needed to be done to put that right now. She considered the £100 compensation offered was reasonable to reflect the fact it had not accepted the claim and the trouble this had caused Mr C.

Mr C does not accept the Investigator's assessment, so the matter has been passed to me. Mr C says the Investigator has in effect sanctioned the unfair behaviour by Alwyn and failed to impose any penalty on Alwyn for applying the wrong data and wanted details of the weather reports the Investigator found. Mr C has asked me to specifically address the following points:

1. Whether it is reasonable that Alwyn “*ambushed*” him with its definition of adverse weather conditions that were not in the policy terms.
2. How a policyholder can access weather reports without charge to check the insurer’s assertions?
3. Whether the £100 offered – in the absence of an apology – is adequate compensation given the time and trouble he has been put to?
4. Whether the insurer should have disclosed the source of their information and provided it to him at the same time as refusing his claim?

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 have considered everything Mr C has said. I may not answer each point he has raised in the way he has requested but I have considered the main issues in order to determine the fair and reasonable outcome to the complaint.

Mr C’s policy provides cover for various emergency events that might cause damage to the insured property, including damage to the roof as follows:

“What you are covered for

Emergency repairs to the roof of your property following an emergency which occurs as a result of adverse weather conditions or fallen trees.”

The policy does not define the term “*adverse weather*”.

Alwyn says that in the absence of a definition, it must look to the insurance industry-wide definition, as also adopted by the Association of British Insurers. It says this is as follows:

“Wind speeds with gusts of at least 48 knots (55mph) or;

Torrential rainfall at a rate of at least 25mm per hour or;

Snow to a depth of at least one foot (30 cm) in 24 hours or;

Hail of such intensity that it causes damage to hard surfaces or breaks glass”

Alwyn says there were no such conditions at the time the damage was reported, so the claim was correctly refused.

I agree with Mr C that the policy is not clear about “*adverse weather*” means.

In the absence of a policy definition, I have considered what a reasonable understanding of that term would be.

“*Adverse weather*” would ordinarily mean bad weather. In the context of a policy that covers damage arising from adverse weather, I think it is reasonable to interpret it as meaning weather that is sufficiently bad to cause structural damage to a property.

The Beaufort Wind Scale, which is widely used (and is the basis of the ABI definition of storm above) says that wind speeds of 47-54mph (defined as strong/severe gale) can cause slight structural damage, e.g. to chimney pots and roof slates removed; and wind speeds of 55-63mph (defined as storm force winds) could cause considerable structural damage and uproot trees.

The ABI definition used by Alwyn reflects the Beaufort Wind Scale definition of storm (as many home insurance and home emergency insurance policies state they cover storm damage) but as stated above, structural damage can be caused with gale force winds of 47-54mph as well.

Mr C’s policy does not say it covers storm damage but damage caused by adverse weather. I am satisfied that a strong or severe gale would reasonably be considered to be adverse weather. So Mr C only had to establish that there had been winds of over 47mph that caused the damage to his roof tiles.

I can understand Mr C’s concern about a policyholder being able to access information about weather to help establish such claims. I cannot give any details of websites that provide this information but there are sites that record past weather conditions. In addition, an insurer should generally provide any such evidence it is relying on, so that a policyholder can understand its reasons for refusing a claim. This was not done by Alwyn here.

In this case, the Investigator has established that in the postcode that Mr C’s property is located in, there were winds of 59 mph on 21 December 2023 and 53mph on 22 and 27 December 2023. The tenants say they first noticed the leak on 27 December 2023 in an area of the bedroom ceiling under the damaged tiles. There is no evidence as far as I am aware of a leak before and the tenants said it only appeared after a storm. Mr C also says the roof is only around four years old.

I am therefore satisfied that Mr C has established that there was damage to his property caused by adverse weather. As such, Alwyn should have dealt with his claim. I will address how this should be put right below.

Mr C is also concerned about potential claims for roofing issues at his other properties also insured by Alwyn. He also considers that there should be a penalty on Alwyn for using incorrect weather data.

We are an informal alternative to the court system. We do not regulate the insurance industry. Our remit instead is to deal with individual complaints and, if appropriate, make awards that try and put right what has gone wrong for an individual complainant. This may sometimes include awarding compensation to reflect the trouble and upset that may have been caused to a consumer. But this is not a penalty or a fine – we have no power to make such awards.

I also have no power to make Alwyn change its practices or the way it deals with claims in the future. However, we do publish our decisions and hope that businesses learn from them.

I cannot therefore impose a penalty on Alwyn for using the wrong weather report data to refuse his claim, as requested by Mr C. I can, however, consider whether any financial loss has been caused to Mr C and whether compensation for any trouble caused by the wrongful rejection of his claim is warranted. Mr C's roof was repaired free of charge, so there is no financial loss to be reimbursed. I agree that this did however cause Mr C trouble, as he had to get his own roofer to deal with the matter when he had taken out this policy specifically to deal with such matters and so that he would not have to source his own contractors in situations such as this. Having considered everything, I agree that the £100 already offered is reasonable and in line with our awards.

I know Mr C also wants an apology from Alwyn. I don't intend to ask Alwyn to apologise to Mr C because, even if I thought an apology was appropriate, a forced apology would have no meaning.

My final decision

I uphold this complaint and require Alwyn Insurance Company Limited to pay Mr C the sum of £100 compensation for the distress and inconvenience caused by its handling of his claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 October 2024.

Harriet McCarthy
Ombudsman