

The complaint

Mr F complains that Wakam unfairly declined a claim for storm damage under his home insurance.

Mr F's policy was sold and administered by an intermediary on Wakam's behalf. That intermediary used another company to manage Mr F's claim and his correspondence has been with this company. For the avoidance of doubt, any reference to Wakam includes its agents, including the intermediary and the LA.

What happened

Mr F had a home insurance policy with Wakam. In January 2024, during storm Isha, he and his wife saw their garage roof being lifted and dropped by the severe winds which, in Mr F's words, *"pushed the wall of the garage outwards"*. This caused significant damage to the garage roof and walls. He reported this to Wakam.

Wakam appointed a loss adjuster (LA) to handle the claim. The LA made an initial inspection and reported that *"the roof has lifted off the outside wall and dropped back down and the external brick wall now appears to be leaning outwards."* It instructed a surveyor to inspect the damage. The surveyor's report said:

- There was an overload on the roof beams due to the loading on the flat roof.
- The top part of the wall had tipped outwards causing an over balance.
- The roof beam was *"too small"*. This caused the roof to deflect and sag under load, creating rotation at the support point.
- The roof covering had reached the end of its lifespan *"a considerable time ago and needs replaced."* Water had leaked from the roof causing dampness and increasing the load on the roof beam.
- These issues *"created an outward thrust on the walls"*.
- He concluded: *"The damage to the building has occurred as a direct result [of] loading, lack of restraint and the roof beam being too small causing a rotation and outward thrust"*.

Wakam told Mr F the damage to the roof *"was ongoing, rather than being caused by a storm."* It declined the claim because gradual or maintenance-related damage wasn't covered by his policy.

Mr F was unhappy with this and brought his complaint to this service. He says, in summary:

- The garage was old but well maintained, and in good condition before the storm.
- He and his wife saw the roof lift during the storm.
- He appointed a structural engineer and a builder to inspect the roof. Both agreed that the storm caused the damage.
- The surveyor's report contained errors. For example, the roof wasn't altered 11 years ago – it was re-felted and fascia/guttering replaced.
- Wakam's decision to decline the claim left the garage in an unsafe state for several months.
- The damage was so severe the garage had to be demolished. He had to take out a loan to pay for this and other related costs and can't afford to build a new one.
- He wants Wakam to refund his costs and compensate him for the emotional stress and inconvenience it caused by declining the claim.

Our investigator didn't recommend that Mr F's complaint should be upheld. She agreed the damage happened during a storm but thought the surveyor's findings that the primary cause of damage was an overload on the roof beam was compelling. This meant the storm wasn't the main cause of damage. She noted that Mr F hadn't provided a report from his own expert that contradicted the surveyor's findings. Because of this, she thought Wakam's decision to decline the claim was reasonable.

Mr F disagreed with our investigator, so the complaint was passed to me for 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.

Like most policies, Mr F's cover only makes Wakam liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.

Page 21 of the policy booklet shows Mr F is covered for loss or damage caused by a storm. Page 9 of the booklet defines a storm as: *"A period of violent weather defined as a gale of Force 10 or above... reaching wind speeds of at least 55mph..."*

As our investigator explained, when we look at complaints about storm damage we ask three questions:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is "no" the claim won't succeed.

Met Office information for the 2023/24 storm season shows storm Isha hit the UK on 21 January 2024. The storm brought *"widespread strong winds"* and was *"the most significant major wind storm to affect the UK"* in almost two years. Data from the weather station closest to Mr F's home shows wind gusts reaching 68mph on 21 January. So I'm satisfied there were storm conditions at the time Mr F's garage roof was damaged.

I think it's reasonable to think storm force winds might cause damage to garage roofs. However, the damage to Mr F's roof doesn't appear to be typical of storm damage. Photos

show the top of the brick walls have bowed outwards while the felt flat roof has remained intact. I think that's unusual and not the type of damage I'd expect to see caused by strong winds. So the key question is whether the storm was the main cause of damage.

Mr F told us that a structural engineer and builder had both inspected the damage and told him it was caused by the storm. However, he hasn't provided reports from either. That means the only expert evidence I have is from Wakam's surveyor. I've read his report closely to see if it supports Wakam's view that the storm didn't cause the damage.

The report was quite technical, so we asked the surveyor to explain several points to us in simple terms. He did so and I'm grateful for this. In summary:

- The roof beam was too small in terms of both its weight and physical size. This was a design fault at the time of original construction.
- If the beam had been adequately sized, the loads from the roof structure would be transferred vertically to the walls and the beam wouldn't bend.
- But because the beam was too small, it had bent in the middle and the loads from the roof structure were transferred "*in an angled manner*".
- This resulted in the top of the walls being pushed outwards (the "*outward thrust*").
- A timber post had been installed to support the beam which was already sagging and prevent it from bending further ("*deflecting*"). In the surveyor's opinion, this confirmed the roof beam was too small.
- These issues caused the failure of the garage walls and pre-existed the storm winds.

The surveyor also explained that the "*lifting*" of the roof – witnessed by Mr and Mrs F during the storm – suggested the roof structure wasn't adequately fixed to the wall plate on top of the walls. I think that's consistent with his other findings, such as the "*lack of restraint*" in how the beam was fixed to the walls.

I know Mr F said that the roof hadn't been "*altered*", as the surveyor said in his report. However, I think this 'alteration' refers to the new timber post. In any event, I don't think this affects his findings. I find his explanations comprehensive and supported by the photos in the original report. I'm satisfied that it shows the storm wasn't the main cause of damage and the answer to question 3 above is "no".

Section 6 of Mr F's policy booklet explains what the policy doesn't cover ('*General Exclusions*'). This includes:

- "*loss or damage as a result of gradual causes including wear and tear [and] gradual deterioration (whether you were aware of it or not)...*"; and
- "*loss or damage caused by poor workmanship, use of faulty materials (including latent defects) or poor design...*"

In other words, the policy doesn't cover gradual deterioration or poor design. I don't think that's unreasonable and it's in line with most buildings insurance policies. I'm satisfied that the surveyor's report shows the failure of the roof was mainly due to one or both these issues.

I have a lot of sympathy for Mr F. This has had a significant financial impact on him and his family. However, for the reasons above, I think Wakam's decision to decline the claim was fair. It follows that I don't uphold the complaint.

My final decision

My final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 13 March 2025.

Simon Begley
Ombudsman