

## **The complaint**

Mr H has complained about his commercial property insurer Watford Insurance Company Europe Limited because it has declined his claim for damage to his roof.

## **What happened**

Mr H had a report from his tenant of a large damp patch on the bathroom ceiling. He made a claim to Watford and had a contractor visit the property to assess the problem. The contractor had a damp proofing specialist consider what was causing the damage – fault was found with the fitting of two ventilation tiles on the roof and perished roof membrane.

Watford, having considered details provided by Mr H's contractor, declined the claim. However, it subsequently agreed with Mr H to settle part of the claim for internal damage. Mr H felt the external damage should be covered too. Watford maintained that nothing covered by the policy had occurred to cause damage externally. It also noted there were exclusions to cover, including one for wear and tear or anything which occurs gradually.

Mr H complained to the Financial Ombudsman Service, in doing so he highlighted that the property is less than a decade old and said he feels it wouldn't, therefore, be subject to wear and tear.

Our Investigator noted that there had likely been storm conditions in the vicinity of Mr H's property prior to the internal damage being noted. But, considering the reports from Mr H's expert, he felt the storm, causing internal damage, had likely only highlighted the problem with the roof. He felt Watford had made a fair and reasonable decision to decline the part of the claim for external damage.

Mr H was unhappy with those findings. He felt his expert's report shouldn't be given too much weight because the damp proof specialist hadn't been aware of the age of the house when concluding as he had about an issue with the roof. The complaint was referred for an Ombudsman's 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.

I can see that Mr H feels strongly about this claim for external damage. With regret for the disappointment I know this will then cause him, I find my view on the complaint is the same as that expressed by our Investigator. I trust the details I've set out below will help Mr H understand why I'm satisfied Watford reached a fair and reasonable claim decision, even if they don't necessarily allow him to agree with it.

As our Investigator explained, this Service has a set approach to considering complaints about declined storm claims. We ask three questions and if the answer to any one of them is 'no', it's likely we'll find the insurer's decline was fair and reasonable.

Our Investigator checked storm data for a month before the claim was reported. He found there had been storm conditions. And he was also satisfied that roofs can be damaged by storms. That detail satisfied that the answer to both the first two of the three storm questions was 'yes' – there had been a storm and the damage, in general terms, was like that typically caused by a storm.

The third question, for me, is the most important of the three in this situation. Was the storm which occurred the dominant (main) cause of any damage claimed for?

Watford concluded that the damage, externally at least, had not been caused by a storm, or any other insured peril. I've considered Mr H's contractor's reports. In doing so I've kept in mind the age of Mr H's property. I note that the damp proof specialist may not have known the exact age of Mr H's property when he made his conclusions. But I'm not persuaded that is really material to the findings he made, or should reasonably be a cause for doubting his conclusions.

The damp proof specialist said:

"You have 2 badly broken ventilation tiles on the back of the roof which is directly above the bathroom. Once we removed the tiles from around the ventilation tiles we've noticed that the felt is perished but whoever has fitted those two ventilation tiles has not properly secured them. They've just cut a big hole in the felt and placed two tiles there so when it rains it's going directly into the vents straight into the loft leading to the bathroom."

In my view, the age of the property, including whether or not it's needed or has had any maintenance work completed on it since built, doesn't impact those findings. The specialist found tiles were improperly fitted – he said they were broken but not how. I'm satisfied that any expert, even if they did not know the exact age of a property, would still be able to draw conclusions about how something was fitted. As for the tiles being broken, to me it seems as likely a possibility that they were broken due to improper fitting as potentially by a storm. The specialist also found the felt had perished. Felt perishes over time, not as the result of a one-off incident such as a storm.

I understand why Mr H is upset – his property suffered damage because of something he was unaware of. It makes sense to me that Mr H would think that a relatively new property should not have issues that might allow for damage to occur. But I can't reasonably ignore the view of the experts who viewed the damage and roof of the property. I also think it's reasonable that Watford relied on this evidence when considering the claim.

Having considered everything, I find that the answer to the third of our storm questions is 'no' – I'm satisfied that the storm was not the likely dominant cause of damage to the roof. I'm also satisfied that the storm, causing damage to occur internally, merely highlighted the condition the roof was in. As such, I find Watford's decision to decline liability for the external damage was fair and reasonable.

### **My final decision**

I don't uphold this complaint. I don't make any award against Watford Insurance Company Europe Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 7 February 2025.

Fiona Robinson  
**Ombudsman**

