

The complaint

Miss N is unhappy with how Haven Insurance Company Limited dealt with a claim she made on her buildings insurance policy following a storm.

This complaint involves the actions of agents for whom Haven is responsible. Any reference to Haven includes its agents.

What happened

To summarise, in December 2023, Miss N's property was damaged by a named storm. She noticed water entering her home and thought her roof had been damaged. She made a claim to Haven and sent in further details.

Haven agreed to repair the internal water damage. It also appointed a company to survey Miss N's roof. They used a drone to inspect the roof and found several defects and signs of deterioration. They said Miss N thought water was coming in from the chimney stack, but they couldn't see any damage to that area except a satellite cable that had been incorrectly installed. They didn't think there was enough evidence of one-off storm damage to the roof. So, they declined the claim for the roof.

Miss N complained to Haven. She said it had taken too long to give her an answer and it hadn't communicated well with her. She said the surveyors had used the wrong date to determine the weather conditions and didn't capture the extent of internal damage to her home. She told Haven about her family's complex health conditions and disabilities.

Haven didn't change its stance on the roof. It said it would deal with further internal damage once the roof is repaired. And it provided weather records for the correct date, which showed wind speeds of only 30mph. It said wind speeds need to be 55 mph or more to be considered a storm. But Haven admitted to delays, so it offered Miss N £200 to apologise.

Miss N didn't think this was fair, so she referred the matter to the Financial Ombudsman.

Our investigator looked into the complaint but didn't think it should be upheld. He thought Haven had shown that the storm probably wasn't the main cause of the damage to the roof. He also thought £200 was a fair amount of compensation for the poor service.

Miss N didn't agree with our investigator's view. She obtained a report from her roofer who had replaced her roof. Our investigator considered the report but thought that it supported Haven's position rather than Miss N's. He still didn't think the complaint should be upheld. Miss N asked for an ombudsman's review, so the matter has been passed to me to decide.

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, I'm not upholding the complaint for broadly the same reasons as our investigator. I know this will be disappointing for Miss N and I'm sorry about that. I've

focused my comments on what I think is most relevant. If I haven't commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

Our approach in cases involving storm damage requires me to ask three questions:

- Was there a storm?
- Is the damage consistent with that caused by a storm?
- Was the storm the main (proximate) cause of the damage?

There's some dispute about whether there was a storm at the time. Miss N's policy doesn't define 'storm'. Haven told Miss N in its final response that it considers a storm to have wind speeds of 55 mph or more. I think that's a reasonable definition and it isn't unusual. Miss N has maintained that the date of loss was 29 December 2023. I've reviewed the weather records from around that time and I haven't seen that wind speeds exceeded 55 mph. They only reached the mid-40s. So, on balance, I don't think it's likely that storm conditions were present around the time of loss.

Even so, the nearest weather station was more than ten miles away from Miss N's home. The storm was named, and therefore severe. I accept it's possible that there were storm conditions at her location. So, for completeness, I've considered the other two questions.

Storms can cause damage to roofs. So, I've considered the evidence and arguments put forward by Haven and Miss N about whether the storm was the main cause of the damage. I'm more persuaded by Haven's position that the storm was not the main cause. I say this because Haven has put forward qualified expert opinion about the condition of the roof which highlighted existing issues like missing mortar, a damaged tile, moss and lichen growth across both sides of the roof and debris in the guttering. The report didn't find that the storm was the main cause.

I've also read the report that Miss N has provided from her roofer. I've kept in mind that the roofer had the benefit of examining Miss N's roof closely as he replaced it. I agree with our investigator that the report provides further evidence of underlying issues with the roof and does not suggest to me that the storm was the main cause of the damage.

The roofer found the same as Haven's report – that water most likely got in because of the incorrectly installed satellite cable. He also found missing mortar and attributed this to wear and tear. He noted many more cracked tiles than Haven had spotted, and he thought these had been damaged during previous maintenance works. He noted some dislodged tiles and said it's unknown what caused these other than the bad weather. But his overall conclusion was as follows:

“It is my opinion that the customer has suffered roof issues largely due to being caused on an accidental basis through the various works and damages and in turn the severe weather conditions exacerbating the problems, not due to wear and tear.”

The roofer was therefore of the opinion that the bad weather exacerbated existing problems with the roof. So I don't think it would be fair for me to accept the report as evidence that the storm was the main cause of the damage – especially considering Haven's report as well. As I don't think the storm was the main cause of the damage, it follows that the answer to at least one of the above three questions is 'no'. So, I think it was fair and reasonable for Haven to decline the claim for Miss N's roof.

Miss N has asked whether Haven should deal with the accidental damage her roofer identified as having been caused by previous maintenance works. I've thought about this, but Miss N's policy excludes damage caused during building works:

“We will not cover any loss or damage resulting from or caused by Building works, including but not limited to alterations, renovations, extensions or repairs.”

Miss N's policy also excludes damage caused by wear and tear or maintenance. So, I can't fairly tell Haven to deal with the accidental damage on her roof.

Regarding the poor service, I appreciate this has been a very difficult time for Miss N. I'm conscious of her health conditions and those of her loved ones. I can see her family have been deeply affected by the water ingress and the repair works. But I think Haven dealt with the claim as I would expect for the most part. There was a delay of one to two weeks where I think Haven's surveying company could have given Miss N an answer sooner and responded to her enquiries more quickly. Haven blamed a high workload. But given Miss N's vulnerabilities, I think it was right that Haven apologised and offered compensation.

I think £200 is a fair and reasonable amount for Haven to pay for a delay of this nature. I think the amount recognises the impact of what Haven got wrong. Haven has said it has paid this to Miss N, so I make no further award of compensation.

Once again, I'm sorry to give Miss N unwelcome news. But I don't require Haven to do anything further.

My final decision

For the reasons set out above, I don't uphold Miss N's complaint. I make no award against Haven Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss N to accept or reject my decision before 30 January 2025.

Chris Woolaway
Ombudsman