

The complaint

Mrs and Mr R have complained about Wakam's decision to reject a claim they made under their home and buildings insurance policy for storm damage.

What happened

Mr and Mrs R made a claim to Wakam for damage caused to a garage roof by a storm in January 2024.

Wakam asked Mr R to provide photos of the damage along with an estimate for the repairs. Wakam said it would instruct a Surveyor to inspect the damage, but Mr R explained they had arranged for a contractor to carry out the repairs immediately.

Mr R said the felt roof on the garage had been repaired only three years before.

Having reviewed the photos and invoice from Mr and Mrs R's contractor for the works, Wakam rejected the claim. It said the damage had been caused by wear and tear gradually. As the policy excluded cover for this cause of damage, Wakam said it wouldn't meet the claim.

Wakam said if Mr and Mrs R could provide more information about the works carried out previously, and a more detailed report from the contractor identifying the cause of damage, it would consider the claim again.

Mr and Mrs R complained about Wakam's decision – and about delays they say it caused when looking at their claim.

Wakam said its decision to reject the claim was correct. But it accepted it had caused some delay and for this it paid Mr and Mrs R £50 compensation.

Mr and Mrs R asked us to look at their complaint. One of our Investigators didn't recommend the complaint should be upheld. He thought Wakam had done enough to resolve the complaint and its decision to reject the claim was reasonable.

Mr and Mrs R don't agree and want an ombudsman to decide. In summary they say the roof was only about three years old and so don't agree the cause of damage was due to wear and tear. They're unhappy the decision was made based on photos of the damaged felt roof.

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.

As the Investigator explained, we ask three questions when we look at storm damage complaints. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

There's no dispute between the parties – and following the Investigator's view - that storm conditions occurred. So the answer to the first question is 'yes'.

The damage caused to the garage roof appears consistent with what a storm may typically cause. So the answer to the second questions is 'yes'.

Wakam says the photos show the roof felt was split in several places and said this evidenced the damage was caused by wear and tear over time. Wakam said that storm conditions highlighted a pre-existing condition of the roof. It said the splits in the felt would have allowed the strong winds to get in underneath the roof which caused it to lift.

Wakam's policy – like other insurers – excludes cover for damage caused gradually.

Wakam hasn't received any further information to support the cause of damage as requested, or to show that repairs were carried out to the garage roof in 2020 as Mr and Mrs R said. So I don't think Wakam acted unreasonably here with the information it had.

So I find the answer to the third question is 'no'. And this means I think that Wakam's decision to reject the claim for storm damage was reasonable. I'm satisfied the information Wakam had supported its decision that the damage was caused gradually.

As Mr R had arranged for repairs to start when he first contacted Wakam, I think it was reasonable for Wakam to rely on photos of the damaged roof to reach its decision.

I understand Mr R is disappointed that Wakam didn't advise him sooner of its decision. He believes it could have told him before it received the detailed invoice in February 2024.

While I can understand Mr R's frustration, I don't think the time it took for Wakam to consider the claim changed the outcome. However, Wakam paid Mr and Mrs R £50 compensation for a small delay between obtaining the photos and first estimate at the end of January 2024, to reaching its decision just over two weeks later.

I'm sorry to disappoint Mr and Mrs R. But based on the information available to Wakam – and this service – I think it did enough to resolve their complaint. So I'm not asking it to do any more.

If Mr and Mrs R can provide further information to Wakam as to the previous repair works – along with a cause of damage confirmed by the contractor – it says it will reconsider their claim, which I think is fair and reasonable.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 5 February 2025.

Geraldine Newbold
Ombudsman