

The complaint

Mr and Mrs C are unhappy their claim for storm damage has been unfairly declined by Wakam, who were providing cover under a home insurance policy.

What happened

Mr and Mrs C made a claim to Wakam when heavy rainfall penetrated their roof causing damage internally to their property.

Wakam appointed a surveyor to review and validate the claim. Based upon the report of the surveyor, Wakam decided to decline the claim. Wakam said the weather conditions didn't meet the Association of British Insurers (ABI's) definition of a storm at or around the time of the reported incident.

Mr and Mrs C are unhappy with the decision. They think their roof was in good order and the heavy rainfall was the primary cause of the damage. Mr and Mrs C want their claim paid in full.

Our investigator decided not to uphold the complaint. As Wakam had evidenced the weather conditions hadn't met a common industry definition for a storm, she thought Wakam had been fair to decline the claim. There wasn't anything Mr and Mrs C could claim for under the policy terms. Mr and Mrs C disagreed, so the case has been referred to an ombudsman.

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.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Wakam said it identified wind speeds of 43 miles per hour at or around the time of the reported incident. It also provided information to our investigator showing it had discounted heavy rainfall as a cause, producing evidence of maximum rainfall of 18.1mm per hour.

Wakam, in its final response letter, said *"Like many insurers, we rely on the Association of British Insurers definition of a storm. They state it to be:*

A storm is a period of violent weather defined as:

- *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”*

As the weather conditions evidenced by Wakam didn't meet the ABI's definition of a storm, Wakam decided to decline the claim.

Our service's view of the trigger point for storm conditions is slightly different to the one used by Wakam. However, even with this lower threshold, the weather evidenced by Wakam which was provided by a well-known reputable weather reporter, doesn't meet the definition of a storm. Therefore, I think Wakam has been fair to say there wasn't storm conditions at or around the time of the reported incident. Therefore, Mr and Mrs C don't have a valid claim under the storm peril within the policy.

So, there is no need for me to look at the other two questions.

I've also noted, Mr and Mrs C didn't have accidental damage cover with their policy, so they wouldn't be able to claim under this. There aren't any further parts of the policy where Mr and Mrs C could've potentially been covered for this kind of damage. Therefore, I think Wakam has been reasonable in not covering the claim.

For the avoidance of doubt, I haven't considered any actions by Mr and Mrs C's emergency home insurance provider as I don't have jurisdiction to do so under this complaint. I can only consider whether the actions by Wakam were fair and reasonable.

I appreciate Mr and Mrs C has made some specific points to the ombudsman assessing this claim, so I'll briefly cover these:

- I agree pictures of the roof from 2017 were irrelevant. These weren't considered as part of my review, only the lack of storm conditions.
- The assessment of a storm follows our service's approach to assessing storm damage, so my approach is not inconsistent. I appreciate our investigator shared a range for the level of rainfall. Wakam has provided a more accurate measurement (which was within this range). I think Wakam have been reasonable in using this evidence in the assessment of the claim.
- The surveyor has confirmed the conditions didn't meet the storm definition, which is why the claim was declined (it's not relevant whether the water penetration was one-off or long standing, there isn't a valid claim under the policy conditions).
- Wakam have applied principles of fairness, as it has applied standards that are used throughout the industry and its decision is consistent with our service's approach.

So, whilst I appreciate this will be a disappointing outcome for Mr and Mrs C, this was a relatively straightforward case for me to make the decision I have. I think Wakam has approached the decision as I would've expected. I appreciate Wakam has apologised for how it managed its initial communication to Mr and Mrs C in respect of the decision. I think was an appropriate course of action; however, it's decision to decline the claim was sound.

My final decision

My final decision is that I don't uphold this complaint. I don't require Wakam to do anything more.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C and Mr C to accept or reject my decision before 14 May 2025.

Pete Averill
Ombudsman