

The complaint

Mr and Mrs D complain that Watford Insurance Company Europe Limited (“Watford”) unfairly declined their claim for storm damage under their home buildings insurance policy.

What happened

During a storm in May 2023 Mr and Mrs D said rainwater leaked through their roof into their kitchen and gym causing significant damage. They made a claim to Watford. It sent a loss adjuster (LA) to inspect the damage. Mr and Mrs D said the LA confirmed water damage had occurred. But despite this they said their claim was declined on an assumption of rising damp.

Mr and Mrs D said their roof had been updated in 2016 with no issues identified since this date. During a subsequent phone call, they say Watford advised it would cover the internal damage if they repaired the roof. They arranged for the repairs in September 2023. But Watford then declined to cover any part of their claim.

Mr and Mrs D said Watford used several different reasons to decline their claim. They felt forced to repair their roof despite the work already carried out in 2016. But they said this was only done on the understanding the internal repairs would be covered. Mr and Mrs D didn't think they'd been treated fairly and complained.

In its complaint response dated 20 May 2024 Watford said that no storm conditions were experienced around the time Mr and Mrs D identified the damage. It said the evidence indicated the damage was the result of something other than a storm. Because of this it maintained its decision to decline Mr and Mrs D's claim in full.

Mr and Mrs D didn't think this was fair and referred the matter to our service. Our investigator didn't uphold their complaint. She said the weather data showed that storm conditions weren't experienced around the time of their loss. But rather the evidence indicated gradual causes were responsible for the damage. Mr and Mrs D's policy doesn't provide cover for damage caused gradually. So, our investigator thought Watford had behaved fairly when declining their claim.

Mr and Mrs D didn't accept our investigator's findings. As an agreement wasn't reached the complaint 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 upholding Mr and Mrs D's complaint but only in part. I'm sorry to disappoint them but I'll explain why I think my decision is fair.

Mr and Mrs D's policy provides cover for specific causes. It's for them to show they've suffered a loss due to an insured cause. If they can then, generally speaking, Watford should

pay the claim. This is unless it can reasonably rely on a policy exclusion not to.

Mr and Mrs D claim the damage to their home was the result of a storm. So, I've focused on this as the insured cause. There are three questions we take into consideration when determining whether a storm caused the damage in question. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records from 9 May 2023. Maximum wind gusts of 11mph were recorded along with maximum hourly rainfall of 8mm. This was at the closest weather station 13 miles from Mr and Mrs D's home. On the day prior to this, peak wind gusts of 19mph were recorded along with maximum hourly rainfall of 2.8mm. In the preceding five days the highest wind gust recorded was 30mph. The highest hourly rainfall was on 9 May.

I asked Watford for a copy of Mr and Mrs D's policy terms. This wasn't provided. The surveyor it appointed included the policy definition of a storm in his report. This said wind speeds must reach 55mph and rainfall must reach 25mm per hour for the conditions to be considered storm force. I haven't seen the policy terms to verify this. But the wind speeds and recorded rainfall are well below the levels our service would typically expect to see in a storm claim.

Based on this information no storm conditions were experienced on the day Mr and Mrs D noticed the damage or in the days preceding this. I've considered the information Mr and Mrs D provided that says thunderstorms were experienced in the south of England on 9 May 2023. I've also considered the weather information Watford provided. But this doesn't show storm conditions were experienced in Mr and Mrs D's locality.

As no storm conditions were recorded the answer to question one is no. This means Watford can reasonably decline the claim.

If I were to accept that storm conditions had occurred, and the damage caused was typical of a storm, Mr and Mrs D's claim would still fail at question three. This says that I need to be satisfied that storm conditions were the underlying cause of the damage.

I've seen two reports that were provided following inspections of the damage at Mr and Mrs D's home. The first, from June 2023, explained that the roof and flashing at the rear of the property is in a poor condition. The assessor said he thinks this is how water is getting inside the property. He referred to water running down inside the wall cavity. The assessor also raised concerns with the condition of the render on the rear wall of the property. And referred to holes that are apparent in the render.

A number of photos attached to the assessor's report show the rear roof. I think the photos reasonably support what the assessor said about its condition.

In the later report dated 28 December 2023, Watford's surveyor referred to the same section of roof. He said this is "*shallow pitched*" and because of this it's possible that driving rain could penetrate through it. The surveyor said the roof had been repaired since Mr and Mrs D made their claim. But at the time of the loss event, he said the condition of the roof could be described as poor.

In his report the surveyor referred to a video Mr and Mrs D shared of water leaking in through the kitchen roof. He said it's clear this was occurring around the Velux windows. This ties in with the assessor's reference to the poor condition of the flashing in this area. The surveyor commented on evidence of damage to the rear wall at the property. He reported that the plaster was "*blowing*" and there are signs of damp. He said this indicates a non-functioning damp proof course. The surveyor reported that the ground level externally is higher than the internal floor level by around 40mm. He said the ground level externally should not be higher than the internal floor unless a tanking system is present.

In his report the surveyor said damp penetration at the rear wall of the property has been ongoing for some time. He explained that Mr and Mrs D's policy doesn't cover gradually occurring losses. The surveyor said that even if an accidental loss cause was considered, the claim should still be declined due to the policy's general exclusion for gradually occurring damage.

I've listened to several audio records made by the surveyors that visited Mr and Mrs D's home. One of the recordings raised concerns that rainwater from the main roof drains onto the rear extension roof. The water then drains from this roof through one downpipe onto a section of gravel. The surveyor indicated that this is a likely cause of the dampness in the rear wall of the property, given the lack of effective drainage.

Having considered this information carefully, I'm persuaded that the damage was most probably due to the gradual causes described by Watford's surveyors. This means that even if a storm could be shown to have occurred, it wasn't the underlying cause of the damage.

I've thought about whether Mr and Mrs D's claim could be covered by another insured cause. They have accidental damage cover under their policy. Accidental damage is typically defined as something that is sudden and unexpected. The evidence I've seen supports a gradual cause for the damage reported. This means the damage didn't happen suddenly and can't reasonably be considered under this cause either.

I've thought about Mr and Mrs D's concern that they were initially told the claim for internal damage would be covered. I can see from the claim records that they were asked to arrange repairs to their roof before this could be considered further. It's not clear why Watford told Mr and Mrs D the internal damage could be covered. The reports I've seen show that it was the deteriorated condition of the rear roof, and the damp ingress via the rear wall that was thought to be the cause of the damage. This was identified from an early stage. Mr and Mrs D arranged for repairs to the roof at a cost of £4,350. But it wasn't explained until after this that their claim was to be declined in full.

Mr and Mrs D's rear roof needed to be repaired. I take their point that they felt this was forced upon them by Watford. But this work was required to prevent further rainwater entering their home. I think it's more likely than not that they would have arranged these repairs regardless of Watford's instructions. So, I don't consider what they paid for the repairs to represent a financial loss. That said they were told the internal damage would be covered by their policy when this wasn't the case. This has caused Mr and Mrs D distress given the subsequent decline decision and the confusing communication.

In these circumstances it's reasonable that Watford pays Mr and Mrs D compensation to acknowledge the impact this had on them. I agree with our investigator that it should pay them £350. I acknowledge Mr and Mrs D don't agree with this outcome. But I'm satisfied this is fair and aligns with the approach our service takes.

In summary, I don't think Watford treated Mr and Mrs D unfairly when it relied on its policy terms to decline their claim. It didn't communicate clearly and caused a loss of expectation

with regards to the internal damage. To put this right it should pay Mr and Mrs D £350 compensation.

My final decision

My final decision is that I uphold this complaint in part. Watford Insurance Company Europe Limited should:

- pay Mr and Mrs D £350 in compensation for the distress and inconvenience it caused them.

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

Mike Waldron
Ombudsman