

The complaint

Mr and Mrs G complained that Great Lakes Insurance SE (“Great Lakes”) unfairly declined their claim for storm damage when the covering of their flat roof blew off in the wind. Great Lakes were providing cover under a home insurance policy.

What happened

Mr and Mrs G made a claim to Great Lakes when they said strong winds caused their flat roof covering to be blown partly off the roof. Mr and Mrs G had the existing roof covering removed and a new one installed, meaning Great Lakes were unable to carry out a full site survey.

Great Lakes did appoint a surveyor to review and validate the claim. This was done as a desktop survey based upon photographs provided and any other evidence that could be collected. Based upon the report of the surveyor, Great Lakes decided to decline the claim.

Great Lakes said the weather conditions didn’t meet the threshold for storm conditions. As no other causes were presented and evidenced, Great Lakes decided to decline the claim. The surveyor did comment he thought it was likely the damage was caused by wear and tear.

Mr and Mrs G want their claim settled in full.

Our investigator decided not to uphold the complaint. She thought Great Lakes had been fair to decline the claim, as there wasn’t evidence of storm force winds. Mr and Mrs G 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.

Our service has a defined process when we consider storm claims. There are three questions we 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?

The policy definition doesn’t cover what is the threshold for storm conditions. Many insurers use the Association of British Insurers (ABI) definition of a storm, which is:

- 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.

I think this is probably why Great Lakes has stated 55mph as the threshold for a storm. Our service has access to reliable weather data, so I have checked this to see what the level of winds were at or around the time of the reported incident.

The highest gust of wind recorded was 38mph, well below the ABI definition of a storm and also, our own definition which has a slightly lower threshold to ABI's.

I appreciate Mr and Mrs G has raised reasons why they think the weather records might not be a fair representation for the conditions at their home. However, I haven't seen any other evidence provided which indicates this recording could be materially out. It is a long way short of the threshold, so I'm persuaded there weren't storm conditions at the time of the reported incident. This is how both the industry and our service assess the weather conditions. Without convincing contrary evidence, I can't go away from what this data is telling me.

Therefore, as no storm conditions were present, I don't think Great Lakes has been unfair to decline the storm claim. There is no need for me to consider the other two questions.

No evidence was provided by Mr and Mrs G to ask for an accidental damage claim to be considered. Also, given the surveyor couldn't do an onsite inspection, I think it would've been difficult to identify a different cause of the damage. So, I don't think there was anything else Great Lakes could do in considering the claim. As I think it took a reasonable approach, so I don't uphold this complaint.

I appreciate Mr and Mrs G have made comments in relation to the surveyor saying it was likely wear and tear that was the cause of the damage, and general comments about inconsistencies in the surveyor's report. Unfortunately, none of this changes that there wasn't a storm, so Mr and Mrs G didn't have a valid claim.

Insurance policies don't generally cover every eventuality, only stated "perils" such as storm, flood, fire etc. There wasn't a peril that Mr and Mrs G would've been able to claim for in these circumstances.

My final decision

My final decision is that I don't uphold this complaint. I don't require Great Lakes to do anymore.

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

Pete Averill
Ombudsman