

The complaint

Mr F complains that Haven Insurance Company Limited unfairly declined a claim for storm damage under his home insurance policy.

What happened

I'll summarise the main points about this dispute:

- In September 2024, Mr F got in touch with Haven to report some water damage to his walls, ceiling and some furniture in his bedroom. He said the water staining had started in March and had progressively gotten worse. He has told this Service he felt pressurised to give a date of a storm that damaged his roof, and he said 14 March 2024. He told Haven this was also when he had found small parts of his roof on his driveway but had thought nothing of it at the time.
- Haven requested information from Mr H to validate his claim. On receipt of this it declined the claim as it said there was no storm around the date Mr F had given. And as an insured incident/peril has not occurred it was unable to assist.
- Mr F complained to Haven as he said the incident may've happened earlier in January 2024 or even the year before, but Haven maintained it was fair to decline the claim.
- Our investigator thought Haven had declined the claim fairly. She explained it is not sufficient to say damage has occurred without knowing when.
- Mr F didn't think this was a fair outcome. He said he was considering solar panels the year before the damage occurred. And the company who was looking to do this had said in July 2023 his roof was in perfect condition. He said he isn't sure when the storm happened, but he says he knows his roof was perfect in July 2023 and whilst he has been insured with Haven something has occurred to cause the damage. Mr F also said he was diagnosed with a health condition in January 2024, and he finds remembering things difficult.
- The complaint has been passed to me, an Ombudsman, to make a final decision.

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.

For any insurance claim to be successful, the responsibility lays with policyholder to show they have a valid claim, meaning an insured event happened that caused the damage or a loss. Insurable events are listed in the policy and reflect the fact that no policy covers everything that might happen. Only damage caused by one of the perils (or events) listed in the policy will be covered.

When our service considers complaints about storm damage claims, we ask ourselves three questions. If the answer to any of these questions is no, it's likely the claim will not succeed.

The questions are:

- Were storm conditions present on, or around, the reported date of loss?
- Is the damage reported consistent with damage typically caused by storms?
- Was the storm the main or dominant cause of the damage?

When we consider question one, we need to be able to identify that a specific one-off storm event occurred in order to consider questions two and three and if it was that specific storm that caused the damage claimed for.

Mr F reported a storm damage claim because he noticed water ingress to his ceiling and walls in his bedroom. He says a storm must have caused the damage, but he is unsure when the storm occurred. He said he felt pressurised to give a date to Haven and gave a date of 14 March 2024 as this is when the damage first occurred and gradually got worse.

When looking at insurance claims of this nature, insurers will want to know an exact date (as far as possible) to understand whether an insured peril has taken place and help them validate the claim. By establishing this, it can consider relevant circumstances (such as weather conditions) at the time of the loss. And without this, it can be difficult to establish whether the damage claimed for is actually as a result of a one-off event, or something that's happened over time.

Haven checked weather reports for the reported date of loss, and a few days before and after the date Mr F gave for the date of loss but was not able to identify a storm event within that time.

Based on this, it declined Mr F's claim as it has failed on question one above.

Unfortunately, it is not enough to just say damage has occurred and not being sure of when it happened, especially in the circumstances where the damage being claimed for is related to a storm. This is because the storm event needs to be matched with the damage being claimed for as the business will need to determine if the damage is consistent with weather conditions reported and if it was the main cause of the damage.

I've checked the weather reports myself albeit I appreciate Mr F is saying this isn't when the storm occurred and can confirm that no storm force weather events occurred within the March timescale Mr F gave to Haven. I note Mr F has provided a report from a roofer dated 24 September 2024. This is at least 6–8 months after the period Mr F believes the damage occurred but this says 'after the recent storm with high winds and rain...', yet Mr F had told Haven that the damage had been progressively getting worse for some months and this report tends to allude to a more recent event so I am not persuaded that this helps to verify when the storm occurred that caused the damage.

Mr F has unfortunately been unable to provide a clear indication of when the loss occurred, and the insurer has said as a result it's been unable to validate the claim. I appreciate Mr F says the roof was okay in July 2023, but it isn't enough to just say because he was insured with Haven that it should cover the claim. Given the broad period of time of when a storm may've occurred and difficulties the insurer will have in validating the claim as a result, I am satisfied that it was fair and reasonable for Haven to decline Mr F's claim. I emphasise with how Mr F says his health has affected his memory, but I can't reasonably ask the business to pay out because of this.

Whilst Mr F has cover, the cover is specific in terms of making a successful claim and Haven has a duty to check all claims to validate them before it decides to pay them.

So, based on the available evidence, I'm persuaded no storm occurred in or around the 14 March 2024 and Mr F has been unable to evidence when a storm occurred earlier. Insurance is provided for a sudden one-off event and isn't designed to cover all eventualities, especially when a customer cannot provide specific details of when the damage occurred. Therefore, Haven's claim decision is both in line with the policy terms and is fair and reasonable in the circumstances of this complaint.

For these reasons, although I understand Mr F's frustration, I do not uphold this complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 11 July 2025.

Angela Casey
Ombudsman