

The complaint

Mr S has complained about Haven Insurance Company Limited's decision to reject a claim he made for damage to the roof and internal damage he says was caused by a storm. Mr S made a claim under his home insurance policy with Haven.

What happened

Mr S reported damage to his flat which he said was caused by heavy rainfall during a storm.

Haven rejected Mr S's claim as it said storm conditions hadn't occurred. And it said the damage to the roof wasn't consistent with storm damage, but caused by wear and tear and faulty design.

One of our Investigators recommended Haven should deal with Mr S's claim for internal damage due to sudden rainfall. And for failing to consider this part of Mr S's claim sooner, she recommended Haven pay Mr S £200 compensation for the distress and inconvenience caused.

The Investigator found that storm conditions had occurred. But based on Mr S's roofer's comments, the cause of the water damage to the roof was due to an existing watertightness requiring an upgrade as it couldn't cope with heavy rainfall. So the Investigator didn't recommend Haven meet the claim for external damage, as damage caused by faulty design is excluded from cover under the policy.

Mr S accepted the Investigator's findings. Haven didn't agree. It says the reason why the rainfall entered the property causing internal damage was due to the old flashing not coping with rainfall. So the policy doesn't cover damage directly or indirectly caused by wear and tear, or general maintenance.

As Haven doesn't agree, the case 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.

It is accepted by both parties that as the cause of damage to the roof was due to a watertightness not being able to cope with heavy rainfall, and needed to be upgraded, this means that storm conditions were not the main cause of the damage, but that a part of the roof required upgrading. There isn't anything from Mr S's roofing contractor to persuade me that the main cause of damage to the roof was caused by storm conditions.

So I don't think Haven should meet the claim for external damage.

Mr S's policy with Haven defines Accidental Damage as;

"Damage that is sudden, unforeseen, unexpected, not caused on purpose or as a result of wear and tear, breakdown or malfunction."

Haven says it will not meet a claim for the internal damage to Mr S's home because damage caused by wear and tear or anything that happens gradually is excluded. Haven says the damage was caused by a failing in the flashing of the roof which led to the water ingress. As the flashing required upgrading, this was a wear and tear issue.

Mr S provided photos of the internal damage. I cannot see evidence that the internal damage was caused by a gradual ingress of water. So I find that the internal damage was more likely than not caused by the sudden unforeseen ingress of rainwater which was unexpected. It therefore follows that I think Haven should meet Mr S's claim for internal damage.

I think Haven's decision not to deal with Mr S's claim for internal damage has caused him some distress and inconvenience. For this I think Haven should pay Mr S £200 compensation.

My final decision

For the reasons I've given above, my final decision is that I uphold this complaint in part. I require Haven Insurance Company Limited to do the following:

- deal with Mr S's claim for internal damage.
- Pay Mr S £200 compensation for the distress and inconvenience caused.

Haven Insurance Company Limited must pay the compensation within 28 days of the date on which we tell it Mr S accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 22 May 2025.

Geraldine Newbold
Ombudsman