

The complaint

Mr J complains about Watford Insurance Company Europe Limited ("Watford") regarding repairs it carried out as part of a claim for storm damage.

What happened

Mr J insured his home with Watford.

In November 2022, Mr J's home was damaged during a storm. He submitted a claim to Watford.

Watford accepted the claim and instructed its contractors to carry out repairs to Mr J's home. These repairs were described in the scope of work as:

"externally, a tower scaffold will need to be erected in order to access the roof, strip back the slates, reset the slates and supply and fit reclaimed slates where damaged. All works not exceeding 2m2. Due to the age of the property there is no underfelt.

Whilst on the roof the lead flashings to the chimney will need to be looked at, we will report any damage to the flashing but from ground level they seem old but intact."

Internal repairs were also carried out in drying and redecorating the loft room.

There was a delay in commencing work, and the repairs were carried out in January 2023. There is no suggestion that the contractors observed any damage to the flashings whilst on the roof and the repair to the roof appears to have been refitting the slates which were dislodged.

Around April 2024, Mr J observed further water ingress to his home.

He contacted Watford.

Watford sent assessors to Mr J's home in April 2024. They considered that the water ingress was likely due to wear and tear to the render of the chimney stack, and water penetrating behind the flashings. The assessors considered that the flashings were not damaged, but were the wrong type for use above a loft room. The assessors concluded that there was no issue with the repairs carried out by Watford's contractors, but instead that the water ingress was due to wear and tear (to the chimney stack) and inappropriate choice of flashing.

Watford did not provide that assessment to Mr J at the time.

Mr J chased a response from Watford and was told that his claim for further repair was declined. In October 2024, Watford provided the assessment information to Mr J.

Mr J complained to Watford. He felt it was implausible that a properly repaired roof would be allowing water penetration in the same area so soon after repair, and so he thought that the repair must not have been adequate.

Watford acknowledged failings in its service in that there had been delay in carrying out the repairs and in updating Mr J. It offered a total of £350 compensation to reflect those service failings. It rejected the substance of his complaint, however, and maintained its decision to not carry out further repairs.

Mr J contacted us.

One of our investigators has looked into this matter and did not recommend that the complaint be upheld. He considered that Watford had reasonably concluded that the current water ingress was unrelated to the repairs and was not covered.

Mr J did not accept that view and asked for an ombudsman 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.

Firstly, I sympathise greatly with Mr J and can see why he considers that the repair must have been inadequate. Having had roof repairs so recently it must seem like the roof should be reliable for a long period afterwards.

I do, however, agree with my colleague's view and I do not uphold this complaint.

In this situation, Mr J's insurance policy covered him for indemnity when an insured peril caused damage to his home. In this case, storm.

He was entitled to be put back into the same position he was in before the storm caused damage to his roof.

The evidence available to me indicates that the storm in November 2022 caused damage to the roof by dislodging slates which needed to then be reset. The evidence shows that the assessor at that time observed that the flashing appeared to be undamaged, whilst looking from ground level, but directed that it be checked up close when works were done.

There is no evidence that any storm damage was observed to the flashing and this was not replaced.

I have no reason to think that this assessment was inadequate.

When the repairs were carried out, the contractors reset the slates, but they only put these back as they were before the storm, they did not improve the roof or repair any wear and tear that they observed. This is the correct functioning of the insurance contract and there is no expectation that the roof would be improved by the repairs, it simply needed to be returned to its pre-storm condition.

When the water ingress later began again, in April 2024, there is evidence that this was due to some missing render on the chimney stack, and the flashings being inappropriate for the type of roof (being above a partially converted loft room). There is also evidence that in the interim, solar panels had been placed above the repaired areas of the roof slates, although there is no suggestion that these slates were out of place or otherwise damaged.

It therefore appears on the evidence available to me that the water ingress in April 2024 was due to wear and tear and / or the inherent unsuitability of the flashings that were in place. These issues were not caused by Watford's contractors, nor by the insured peril of the

storm, and so were not the responsibility of Watford to repair.

I think that Watford did fail in its service to Mr J in taking too long to carry out the initial repairs and in not updating him when he returned to Watford, but I agree that Watford's offer of £350 is appropriate to reflect the distress and inconvenience caused by that failing.

I realise that this will be very disappointing to Mr J, but on the evidence available to me I do not think that Watford acted unreasonably in declining to carry out or fund further repairs and I do not ask Watford to do anything further.

My final decision

For the reasons set out above, I do not uphold Mr J's complaint, and I do not ask Watford Insurance Company Europe Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 17 July 2025.

Laura Garvin-Smith
Ombudsman