

## The complaint

Mr B and Mr H complain Watford Insurance Company Europe Limited unfairly declined an accidental damage claim under a landlords insurance policy.

Reference to Watford include its agents.

## What happened

The details of this complaint are well known to the parties, so I won't repeat them in detail here. Instead, I will focus on the reasons for my 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.

Many points have been made in relation to this matter – I've not addressed each one individually. Instead, I've focused on what I consider to be the key points. I mean no discourtesy to either party by this; it simply reflects the informal nature of this Service.

Mr B and Mr H own a property they rent to tenants. The property was insured with Watford. They raised a claim after being notified of significant wall and roof damage. Watford appointed agents to validate the claim.

Watford subsequently declined the claim referring to the policy terms. It concluded, in brief, damage was the result of roof spread which occurs over time. It said roof spread happens when the weight of a roof pushes against the rafters, this causes the roof structure to move downwards, and walls push outwards. And the policy didn't respond to damage resulting from wear and tear, or damage that happens gradually.

Mr B and Mr H didn't think this was fair. They said, in brief, Watford's conclusions were inconsistent with the report from its agents, their tenant noticed the damage suddenly which doesn't suggest gradual damage, they don't live close to the property to monitor issues, and ultimately the policy covers accidental damage which was confirmed by Watford's agents as the cause of damage.

Mr B and Mr H's policy covers them for accidental damage. The policy defines this as:

*"Visible damage which happens suddenly and has not been caused on purpose or inevitably"*

I find this definition to be clear and not uncommon. In essence, for a claim to succeed under this section, damage must be sudden, unintentional, and not inevitable (expected).

The policy terms, under heading *"Exclusions applying to the whole policy"*, also say:

*"These exclusions apply to all sections of **your** policy. This insurance does not cover:*

...

*Wear and tear – Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually...*

I also find this exclusion to be clear, fair and not uncommon. Insurance policies are not designed to cover every eventuality.

In considering this complaint, I have reviewed Watford's report. Having done so, I am satisfied Watford's conclusions on this claim are consistent with the same – I don't find it misrepresented the findings. While I note the report refers to accidental damage – the peril in which this claim was considered under, on page 22 the agent set out the cause of damage was *"Accidental damage but does appear to be roof spread"*.

Watford has said roof spread damage occurs over time and therefore not considered as sudden damage that is not inevitable. I find Watford's conclusion that damage was the result of roof spread over time to be fair, reasonable and not contrary to the evidence. I'll explain why.

The report provided a description of the damage. This said the roof structure appeared to have dropped and had spread pushing upper sections of the wall outwards. These findings are consistent with that of roof spread. And I further find Watford's description of roof spread damage is supported by photos, where it can be seen the roof has dropped in places, cracks in the walls, and a wall leaning outwards underneath the roof. It follows I am persuaded it's more likely than not this type of damage would have occurred over time.

Mr B and Mr H have said the report carried out by Watford's agent referred to accidental damage, but it didn't make mention of wear and tear or give any indication the damage happened over time. But the report does refer to roof spread which Watford considered occurred gradually over time, which I find most persuasive here, given what I've mentioned above, and in the absence of any evidence to the contrary.

And in any case, Watford has offered to contribute towards an independent report which it will consider should roof spread be found not to be the cause of damage. I find that's reasonable. I say this because I find Watford reached a fair and reasonable conclusion on this claim based on the information available to it at the time. And Mr B and Mr H have the option to provide an independent report to further support their claim.

In conclusion, while I acknowledge Mr B and Mr H's strength of feeling that Watford treated them unfairly, I don't uphold this aspect of their complaint because I don't find it has.

For completeness, I've reviewed the level of service Watford provided Mr B and Mr H. I've seen it took Watford several weeks to communicate its decision to them following its agent inspecting the damage. This resulted in Mr B having to chase for updates and information in the meantime, and clarity on Watford's claim decision. I've no doubt this would have added to Mr B and Mr H's overall frustration.

Watford acknowledged it ought to have handled matters better and with a more appropriate level of customer service. It offered to pay them £75 compensation to put matters right. All things considered, I find £75 to be fair, reasonable and proportionate in all the circumstances of this complaint. It follows I don't require Watford to take any action.

I accept my decision will disappoint Mr B and Mr H. But it ends what we – in attempting to informally resolve their dispute with Watford – can do for them.

**My final decision**

I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Mr H to accept or reject my decision before 26 August 2025.

Liam Hickey  
**Ombudsman**