

## **The complaint**

Ms G and Mr M complained that Haven Insurance Company Limited (“Haven”) unfairly declined their claim for storm damage to a flat roof, under their home buildings insurance policy.

I’ll refer to Ms G for ease.

## **What happened**

On 7 October 2024 Ms G contacted Haven to make a claim for water ingress through a flat roof. She said this had also caused damage internally. She was asked to provide a cause of damage report, photos, and quotes for repairs, which she did. But Ms G said Haven declined her claim. To do this it relied on a policy endorsement that required the roof to be periodically inspected and maintained.

Ms G said the flat roof was inspected and a small repair carried out in January 2024. This was prior to the policy incepting in April. She didn’t think the endorsement Haven had relied on applied here and so she complained to the business.

In its final complaint response Haven said Mr M made contact on 27 September 2024 to report storm damage. He advised water had been dripping through the ceiling, which had caused it to collapse. It said Mr M advised a period of heavy rain preceded the damage. He also advised that the roof is inspected every year. Haven responded to say its policy endorsement relating to the flat roof hadn’t been followed. It said there was no evidence of a roof inspection or that repairs had been carried out. Haven explained that this was required to happen at least once every ten years.

Ms G disputed Haven’s response. She didn’t think it was necessary to evidence inspections or repairs prior to the inception date of the policy. The business wrote to her again on 3 January 2025. It maintained its decline decision based on the policy endorsement. It also provided weather data that it said showed no storm conditions had occurred around the time of Ms G’s loss. Haven said this meant there was no cover under a storm cause either.

Ms G didn’t think Haven had treated her fairly and referred the matter to our service. Our investigator upheld her complaint in part. She said the policy endorsement didn’t apply here. This is because it allowed Ms G up to ten years to arrange an inspection of the flat roof. If Haven required an inspection to be carried out earlier, and for this to be documented, she said it hadn’t made this clear.

Our investigator thought the internal damage Ms G reported should be considered by Haven under its accidental damage cover. This is because there was evidence of a ‘rainstorm’ at the time of Ms G’s loss. She recommended for Haven to refund any internal repair costs she had paid for. And to pay her £150 compensation for the distress and inconvenience it caused.

Haven didn't accept our investigator's findings. It said there was no cover under an accidental damage cause for the internal water ingress. Because it disagreed, it asked for an ombudsman to consider the complaint.

I issued a provisional decision in September 2025 explaining that I was intending to partially uphold Ms G's complaint. Here's what I said:

*provisional findings*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*Having done so my intention is to uphold Ms G's complaint in part. I understand that what I've said will still be a disappointment to her, but I'll explain why I think my decision is fair. It's for Ms G to show that she's suffered an insured loss. If she can, then, generally speaking, Haven should pay her claim. This is unless it can reasonably rely on a policy exclusion not to. I've focused on this here.*

*I've checked Ms G's policy terms and conditions. Her policy schedule includes the following endorsement:*

*"NSC01 Non-Standard Construction ? Flat roof This endorsement applies to the buildings and contents section of your policy. The flat roof portion of the Home must be inspected at least once every ten years by a registered roofing contractor, any remedial work must be completed within 60 days of any damage occurring and you must retain evidence of the inspection and repairs. If the above requirements are not met then any loss or damage caused to that roof portion by storm, flood or ingress of water is excluded. There is no cover provided under this policy for wear and tear, maintenance or anything that happens gradually."*

*I've thought carefully about what this means. Ms G's policy inceptioned in April 2024. The endorsement doesn't say she must provide evidence the flat roof had been inspected at this time. Only that it must be inspected every ten years. I think this reasonably means she had until 2034 to arrange an inspection.*

*In its second complaint response the business said it was aware of repairs and an inspection that had taken place in 2023 and in January 2024. It said Ms G hadn't provided a report or proof that these repairs took place. Haven explained that as this policy endorsement hadn't been met - there was no cover for storm, flood, or ingress of water.*

*I acknowledge what Haven said. But the endorsement doesn't require Ms G to provide a report or evidence of repairs that occurred prior to policy inception. It says the flat roof must be inspected at least once every ten years. The indication being that Ms G had until 2034 to arrange this.*

*Based on this information I don't think Ms G breached the terms of her policy. This means it was unfair for Haven to decline her claim because of the flat roof endorsement.*

*I've also considered whether there is cover under a storm cause in these circumstances. The approach we take here is to consider three questions. These are:*

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- Is the damage claimed for consistent with damage a storm typically causes?*
- Were the storm conditions the main cause of damage?*

*If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.*

*I've looked at data from the closest weather station to Ms G's home. Maximum wind gusts were recorded at 36 and 37mph on 26 and 27 September 2024. I've checked the data immediately before and after this date. But wind speeds were lower. However, some heavy rain was recorded with maximum hourly rainfall at 3.4mm with a daily maximum of 26.2mm.*

*Ms G's policy doesn't provide a definition for a storm. But in its second complaint response Haven referred to a definition used by the Association of British Insurers. This described storm conditions as wind speeds of 55mph or torrential rain of at least 25mm per hour.*

*On 27 September 2024 the weather data I've seen shows rainfall of 26.2mm in a 24-hour period. This meets with the ABI's definition of a rainstorm. So, although no storm force winds were recorded, there was evidence of a rainstorm according to the definition Haven highlighted. This means the answer to question one is yes.*

*That said, rainfall alone rarely causes damage to a well-maintained roof. Storm force winds are usually to blame for damaging a roof, which then allows rainwater to penetrate internally. But I don't think this is what happened here. Ms G was asked by our investigator how the water had penetrated through the flat roof. She responded to say this hasn't been confirmed. She said the roofer who carried out the repairs suggested it may have been, "a tear from the weight of water, or a workman's shoe, a bird or the bats that live in the roof".*

*Based on this evidence a specific cause that allowed rainwater to ingress into Ms G's home isn't known. I think it's fair to say that rainwater ingress is typical of damage that a rainstorm can cause. So, the answer to question two is yes. But rainfall, on its own won't damage a well-maintained flat roof that is in good condition. This means I don't think Ms G has reasonably shown that a rainstorm caused the damage she claimed for. The heavy rainfall has highlighted a pre-existing issue with the flat roof. But the answer to question three must be no. This means Haven can reasonably decline a claim for storm damage.*

*I've thought about whether Ms G can claim under the accidental damage cover she has under her policy. More specifically in relation to the damage caused by rainwater ingress internally. Ms G's policy 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."*

*In its submissions to our service Haven said the damage claimed can't fall under an accidental damage cause. It said the underlying cause of the damage was due to a lack of maintenance.*

*Having considered the evidence, I don't think there is cover under an accidental damage cause. A flat roof has a shorter life span than pitched roof coverings. This is why insurers want to know what percentage of a property is covered by a flat roof. It's also why conditions and endorsements are applied to mitigate the risk that this type of roof poses. As discussed, it's unlikely that rainfall alone damaged Ms G's roof allowing rainwater into her property. Rather the photos and commentary she provided suggest the water ingress was due to a crack in the roofing felt.*

*For cover to be in place under an accidental damage cause, this must be the result of something sudden that isn't caused by wear and tear. It's clear from the photos that the flat roof is of some age. The cracking and deterioration shown in the photos wasn't caused*

*suddenly by rainfall. I acknowledge what Ms G has said about inspections that were carried out. But she hasn't shown that there was an insured cause that resulted in the damage to the internal parts of her home, or to the flat roof. Based on this evidence I'm more persuaded by Haven's comments. I think the damage to the flat roof occurred gradually due to wear and tear over time. There is no cover for this type of damage under Ms G's policy.*

*Having considered all of this, I don't think Haven relied on its flat roof endorsement fairly to decline Ms G's claim. The explanation it provided caused confusion resulting in distress and inconvenience. It should pay Ms G compensation to acknowledge this point. I think £150 is fair in these circumstances. However, I don't think Ms G has shown an insured cause resulted in any of the damage to her home. So, Haven didn't treat her unfairly when it declined to pay for the repairs.*

I said I was intending to uphold the complaint in part and Haven should pay Ms G £150 compensation.

I asked both parties to send me any further comments and evidence they might want me to consider before I reached a final decision.

Haven didn't respond with any further comments or evidence for me to consider.

Ms G responded to say she was confused why I'd determined there was no cover under her accidental damage cover. She said she doesn't agree that no insured cause has been identified. Ms G said if a storm wasn't the main cause of the damage - I must then consider another factor for the accidental damage element of her claim.

Ms G said her roofer identified several possible causes for the damage to the flat roof. She asked if these fall within an accidental damage cause. Ms G said Haven had suggested wear and tear was the cause. But this should be given less weight than her roofer's conclusion as he inspected the roof.

In her response Ms G said that maintenance had been carried out to the flat roof, which contradicts Haven's position that she hadn't looked after this part of her property.

Ms G said Haven insured her flat roof without informing her of its inspection conditions. She said that even with timely inspections there is no way she could have known there was a problem – between the tear in the felt occurring until the water ingress was noticed. Ms G confirmed there was no sign of water ingress prior to the storm. She described how bats roost in a space under the flat roof, which shows that it was dry and warm.

### **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.

Having done so I'm not persuaded that a change to my provisional decision is warranted. Let me explain.

I said in my provisional decision that it was for the policyholder to show that an insured loss had occurred. I considered whether Ms G had shown this was the case for a storm or an accidental damage cause. But for the reasons I've already set out, I don't think she's shown that an insured cause applied here. The evidence shows that the underlying cause of the damage most likely happened gradually due to wear and tear. This is excluded under Ms G's policy. The same exclusion applies when considering accidental damage. So, there is no cover under either of those causes.

I acknowledge that Ms G's roofer put forward several suggestions for what may have caused damage to her flat roof. But there is no evidence to show the damage happened because of something other than a gradual cause.

I acknowledge what Ms G said about maintenance. Also, that Haven's view of gradual damage should be given less weight than the opinion of her roofer. But I'm satisfied from the evidence I've seen that a gradual cause is most likely the underlying reason for the damage that occurred.

Ms G's policy includes an endorsement for inspecting the flat roof and carrying out any remedial work necessary. I agree that the specifics of this condition weren't clearly worded and certainly didn't instruct Ms G to provide proof of the previous inspections and repairs. I said in my provisional decision that the only instruction was to arrange an inspection within ten years. Haven thought this meant something different. But the endorsement wasn't clearly explained. So, Haven can't reasonably rely on it to decline the claim.

I'm sorry Ms G isn't covered for the claim damage. Haven should pay £150 compensation for the distress and inconvenience it caused by its unfair reliance on the flat roof endorsement. But as she hasn't shown that an insured cause resulted in the damage – I don't think Haven has treated her unfairly in not paying the claim.

### **My final decision**

My final decision is that I uphold this complaint in part. Haven Insurance Company Limited should:

- pay Ms G and Mr M £150 compensation for the distress and inconvenience it caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G and Mr M to accept or reject my decision before 27 October 2025.

Mike Waldron  
**Ombudsman**