

The complaint

Mr K complains that MSIG Europe SE trading as MS Amlin unfairly declined a claim he made on his boat insurance policy.

What happened

The details of what happened are well known to both parties, so I have summarised them here.

Mr K contacted MS Amlin in March 2024 to make a claim under his policy. He said his boat had suffered damage during a storm, whilst in storage.

MS Amlin requested further information as they made attempts to validate the claim before instructing a surveyor to inspect the damage. A report was presented in July 2024.

Following this MS Amlin rejected the claim, they said the damage to the boat was predominantly caused by the boat being stored on a damaged and insufficient trailer.

Mr K didn't agree and brought his complaint to our Service for an independent review. Our Investigator looked into it but thought the claim had been declined fairly.

Mr K remained unhappy, in response to the view he said the damage to the boat was due to the storm and that the trailer was structurally fine. He said the trailer hadn't been compromised and the photographic evidence shows the boat on the ground, but still attached to the trailer.

As no agreement was reached, 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.

Having done so, I agree with the outcome reached by the Investigator. I know this will be disappointing for Mr K and I'm sorry about that. But I'm satisfied MS Amlin has declined the claim fairly and reasonably. I've explained why below.

Our approach in cases involving storm damage would require me to ask three questions:

1. Was there a storm?

MS Amlin have acknowledged the severe weather conditions that were in place and haven't contested that there was a storm. We have checked weather reports and they also support that there were storm conditions in place on the date. I move on to consider question 2.

2. Is the damage consistent with that caused by a storm?

The damage to the boat is external damage and consistent with the impact it will have suffered from falling and consistent with damage that would be caused by a storm. So, we move on to consider question 3.

3. Was the storm the main (proximate) cause of the damage?

I don't find that the storm was the main cause of the damage. I say this because:

- I am persuaded by the evidence of the statement provided by the surveyor who inspected the damage.
- The surveyor concluded that *"It would be my opinion that if the trailer had been in satisfactory condition, it would have been unlikely that the boat would have been blown over as the support bars wouldn't have broken"*.
- The surveyor said the trailer was *"heavily rusted and in my opinion was in extremely poor condition prior to the incident"*. They also said, *"it was not fit for purpose, and this will have contributed to the vessel being blown over"*.
- Further, they said, *"the support bars on the port side are broken away from the main trailer base unit at the lower ends. This does not look to be incident related, merely rust as a result of the poor condition of the trailer... The wheels on the trailer are also heavily rusted and are in extremely poor condition"*.
- MS Amlin have also stated that no other boats in the yard were impacted during the storm. I haven't been provided with any evidence of this but also Mr K doesn't appear to have disputed this. It would also suggest the trailer condition was the proximate cause.

Based on this, and in the absence of any report or further evidence to the contrary, I am satisfied that the main cause of the damage to the boat, was the poor condition of the trailer that it was being stored on. I note Mr K's comments that the trailer had supported the boat for approximately 46 weeks prior to the incident. However, I am persuaded by the report from the surveyor that it is unlikely the boat would have blown over but for the condition of the trailer.

I note his other comments that the struts would have compromised if the trailer was not fit for purpose and that the photographs show it toppled. However, the surveyors report gives an expert opinion that the support bars had broken away and this contributed to the fall and damage.

Taking everything into account, I'm satisfied MS Amlin acted fairly and reasonably in applying the terms of Mr K's policy to decline this claim.

I recognise Mr K will be disappointed with this outcome. But my decision ends what we – in trying to resolve his dispute with MS Amlin – can do for him.

My final decision

I'm sorry to disappoint Mr K, but for the reasons above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or

reject my decision before 16 January 2026.

Yoni Smith
Ombudsman