

The complaint

Mrs O complains about Haven Insurance Company Limited's decision to decline her home insurance claim for damage to a flat roof.

What happened

The background to this complaint is well known to both parties, so I'll give only a brief summary here. No disrespect is intended by this. And the parties can be assured that I've considered all the evidence and information they've provided.

Mrs O has insurance underwritten by Haven to cover her home and its contents, amongst other things. She made a claim in January 2026 after a flat roof at her home was damaged during a period of high winds and rain.

Haven declined the claim (within two weeks of the claim being made) on the basis that there was no insured peril that had caused the damage. They said the winds at the time were not at storm level.

They were also aware at the time that Mrs O hadn't complied with an endorsement on the policy, which required her to have the flat roof inspected by a roofer at least every three years.

Mrs O complained to Haven. They admitted they'd failed to keep her regularly updated about the progress of the claim and awarded her £100 in compensation for her trouble and upset. But they maintained their decision to decline the claim was correct.

Mrs O wasn't happy with this outcome and brought her complaint to us. Our investigator looked into it and didn't think Haven had done anything wrong.

He initially thought Haven might have reasonably considered whether the accidental damage cover might apply, but Haven pointed out that Mrs O hadn't suggested any possible accidental cause of the damage.

Mrs O didn't agree with our investigator's view on her complaint and asked for a final decision from an ombudsman.

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.

The policy terms

Mrs O's policy – like almost all home insurance policies – defines the insured events (or perils) it is intended to cover.

In this case, the policy covers damage caused by storms (defined as periods of winds over 55 miles per hour and/or rainfall over 25mm per hour).

Mrs O also had cover for accidental damage (defined as “*damage that is sudden, unforeseen, unexpected, and a one-off incident, not caused on purpose or as a result of Wear and Tear, breakdown or malfunction*”).

The endorsement on the policy excludes cover for damage caused by storm, flood, or ingress of water if Mrs O failed to have the flat roof inspected by a roofer (and any recommended repairs carried out) at least once every three years.

Storm?

Leaving aside the exact definition of storm given in the policy terms, it is generally accepted that wind speeds of less than around 47 miles per hour do not usually cause damage to otherwise sound, well-constructed and well-maintained buildings.

Haven said their checks showed the maximum wind speeds around the time of Mrs O's claim at 41 miles per hour. When we checked this, we found the maximum wind speeds were in fact slightly lower, at 36 miles per hour. Rainfall in the same period was at a maximum of 4.4mm per hour, which is not especially unusual.

I understand Mrs O's frustration, given that her flat roof was installed only five years or so ago. However, I'm in no doubt that the wind speeds at the relevant time would not have caused the damage she describes (the flat roof lifting in the wind) if the roof had been sound beforehand.

I don't then think it's unfair or unreasonable for Haven to decline the claim under the storm peril. In brief, there was no storm. And it's not unfair or unreasonable for Haven to say that they won't cover damage which isn't caused by an insured event.

Mrs O reported the claim as a claim for storm damage – saying the roof had lifted because of the high winds. Her own roofing contractor also said the damage was due to a storm and caused by “*wind and rain*”.

So, it wasn't unreasonable for Haven to think primarily about whether there had been a storm at the relevant times (which there wasn't).

Accidental damage?

Mrs O has made the point that the damage was “*sudden, unforeseen, unexpected and a one-off incident*” (as per the policy's definition of accidental damage) and so should be covered under the accidental damage peril.

I don't doubt Mrs O's word that the roof lifting was sudden and unexpected. However, the onus is on her to point out at least the potential accident which caused the damage or the (accidental) mechanism by which the damage came about.

To give an example, cover might apply under accidental damage where, for example, an old or rotten tree had fallen onto the roof in the high (not storm) winds. The cause of the damage in that case would be obvious.

In this case though, Mrs O has been unable to point to any potential cause of accidental damage. Indeed, both in her initial claim and in the evidence provided by the roofer, the cause of the damage is said to be the high winds.

It seems clear to me that, in this case, the high winds are the immediate cause of the roof lifting. All accounts – including Mrs O's own - appear to suggest this is the case. But those winds were not sufficiently high to cause damage to an otherwise sound building. And so, there is no cover here, because there is no storm.

And accidental damage cover doesn't apply because the only possible or suggested cause of the accidental damage is the high winds – which were at speeds specified in the policy terms (and to any common understanding) as incapable of damaging an otherwise sound building.

It's very likely that the damage occurred primarily because of a pre-existing issue with the roof. But it's not for Haven to have to prove that. They aren't applying a policy exclusion (for example, for damage caused by wear and tear or poor workmanship) here.

They're saying essentially that there is no insured peril and so the claim falls on that basis. And it's an accepted principle in insurance that although the insurer has to prove when an exclusion applies, it's for the policyholder to show that an insured loss (caused by an insured event) has occurred.

The endorsement

Even if I were to accept that there was a storm (which I don't) and/or that the accidental damage cover applied (which I don't), Mrs O has failed to comply with the relevant endorsement on her policy.

The roof was installed in 2021. Mrs O told the loss adjuster in January 2026 that she hadn't had the roof inspected since it was installed (around five years before). The endorsement requires an inspection (and any necessary repairs) every three years at least.

Impact of the damage

I'm aware of the circumstances surrounding this claim. And I am very sorry to hear that the damage to the roof was so disruptive given that a vulnerable person was living in that part of the property.

However, I don't agree with Mrs O's assertion that the background circumstances mean that Haven should feel obliged to settle the claim. Unfortunate though they are, they don't alter the fact that there is no cover provided by the policy for the damage caused to Mrs O's home.

Compensation

Mrs O's claim was resolved by Haven reasonably quickly. And their communications about the claim were clear. They've accepted that they could have kept Mrs O better informed about the progress of her claim.

But given the very brief time period between the claim and the claim decision, I'm satisfied the £100 awarded by Haven is fair and reasonable compensation for the trouble and upset Mrs O experienced as a result of Haven's very minor errors or omissions.

My final decision

For the reasons set out above, I don't uphold Mrs O's complaint.

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

reject my decision before 20 May 2026.

Neil Marshall
Ombudsman