

complaint

Mr and Mrs R complain about Catlin Insurance Company (UK) Ltd's decision to refuse a storm claim made under their home insurance policy.

our initial conclusions

Our adjudicator didn't recommend the complaint be upheld. She thought the available evidence supported that the damage to the boiler was caused by wear and tear rather than a storm.

my final decision

To decide what is fair and reasonable in this complaint, I have considered everything that Mr and Mrs R, and Catlin have provided.

Mr and Mrs R noticed their boiler wasn't working. When a plumber examined it, he said water cascaded out when he removed the casing. He said there was no visible sign of leakage from the heat exchanger/pipework, so he thought the water had entered the casing of the boiler because of storm conditions blowing rain into the flue system.

Although the weather conditions at the date of loss wouldn't usually be considered a storm, I note that there was heavy rainfall in the days leading up to it. Catlin's loss adjuster ("D") said that rainwater could theoretically be driven into the feed section of the flue, but this was highly unusual. And even if it had been, that water would be trapped in a 'burner area' which had no access to the boiler (unless there were holes in it). D noted the boiler was 12 years old, and so thought the damage had been caused by wear and tear.

Even if I were to accept that there had been a storm and that rainwater had entered via the flue (although it seems to me that if this were possible, it would have happened at some point over the previous 12 years), I haven't seen any evidence that there were any holes in the burner area that would allow rainwater to then enter the boiler's casing. I think it was more likely that the boiler failed which caused the water to build up within the casing. As there wasn't any evidence of an escape of water which would be covered by the policy, I think the damage was probably caused by wear and tear, which is excluded. **My final decision is that I don't uphold the complaint.**

Under the rules of the Financial Ombudsman Service, I am required to ask Mr and Mrs R either to accept or reject my decision before 28 August 2015.

Chantelle Hurn

ombudsman at the Financial Ombudsman Service

The ombudsman may complete this section where appropriate – adding comments or further explanations of particular relevance to the case.

ombudsman notes

In considering whether a valid storm claim is payable, there are three questions this service asks:

- 1) was there a storm?
- 2) is the damage consistent with storm damage?
- 3) were the storm conditions the main cause of the damage?

If the answer to any of the above questions is 'no', then it's unlikely that a claim will be successful.

what is a final decision?

- A final decision by an ombudsman is our last word on a complaint. We send the final decision at the same time to both sides – the consumer and the financial business.
- Our complaints process involves various stages. It gives both parties to the complaint the opportunity to tell us their side of the story, provide further information, and disagree with our earlier findings – before the ombudsman reviews the case and makes a final decision.
- A final decision is the end of our complaints process. This means the ombudsman will not be able to deal with any further correspondence about the merits of the complaint.

what happens next?

- A final decision only becomes legally binding on the financial business if the consumer accepts it. To do this, the consumer should sign and date the acceptance card we send with the final decision – and return it to us before the date set out in the decision.
- If the consumer accepts a final decision before the date set out in the decision we will tell the financial business – it will then have to comply promptly with any instructions set out by the ombudsman in the decision.
- If the consumer does not accept a final decision before the date set out in the decision, neither side will be legally bound by it.