

## **The complaint**

Mr A complains that Advantage Insurance Company Limited (Advantage) declined his claim for storm damage.

## **What happened**

Mr A made a claim on his home insurance policy for damage to his roof following a storm. He said that tiles had come loose and that it had happened sometime over the preceding days. Advantage confirmed that storm damage was covered under the policy but didn't think there were storm conditions at the time of the damage. The claim was declined and Mr A complained to Advantage.

Advantage said it had checked the weather conditions around the time of the damage and that the highest wind speeds recorded were 40mph. It referred to its policy which defined a storm as a period of violent weather with wind speeds of at least 55mph. It didn't uphold Mr A's complaint.

Mr A brought his complaint to this service as he thought that the damage to his roof was caused by a storm and that Advantage should repair it. Our investigator checked our own weather records and thought that there were storm force winds as there were wind gusts of 47mph. He didn't think it fair for the claim to be declined for this reason and said that Advantage should consider Mr A's claim under the remaining terms and conditions of the policy.

Advantage didn't agree and asked for an ombudsman's 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.

When considering complaints about storm damage claims, we ask three questions:

- Is there evidence of a storm event on or around the time the damage was caused?
- Is the damage claimed for typical of damage that would be caused by a storm?
- Was the storm the main cause of the damage?

The answer to all three questions needs to be 'yes' for this service to be able to recommend that a storm complaint is upheld.

The first question is whether there was a storm event around the time of the damage. In order to determine this, we look at weather records and reports – and any other available evidence. As Mr A doesn't know exactly when the damage was caused, I think it fair to look at the weather in the week leading up to the claim.

Advantage's terms and conditions define a storm as a "*A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale) ....*".

Advantage declined Mr A's claim because the wind speeds didn't reach 55mph. And while I can see that the windspeeds didn't reach 55mph, I'm satisfied there were storm conditions on or around when the damage to Mr A's home occurred.

I say this because the weather reports I've seen for the week leading up to when the damage was reported show wind gusts up to 52mph. On 10 January there were wind gusts of 48mph (our investigator said 47mph but I think this was a simple error), on 4 January of 50mph, and on 6 January of 52mph. I think winds of these speeds can be considered storm force as they are generally thought to be strong enough to cause structural damage to buildings. Mr A also reports that his neighbour's roof suffered similar damage during the same period.

Advantage says that Mr A signed up to its terms and conditions – and that it's not for me to say whether these conditions are fair. But my role is to look at all the evidence and determine what is fair and reasonable in the circumstances of each complaint. Advantage goes on to say that as different readings were obtained from two different weather records, I should take an average of these readings to determine whether there were storm conditions. However, I don't think this would be a fair approach as individual gusts of high wind can cause considerable damage. By taking an average, the impact of these gusts would be ignored.

So, whilst I appreciate the wind speed didn't reach 55mph, I'm satisfied, on balance, that storm conditions were present on or around the time the damage occurred to Mr A's property.

When a claim is declined and there were storm conditions, I would usually go on to consider the damage caused and whether the storm was the main cause of that damage. However, I haven't seen any evidence in relation to this from either Advantage or Mr A. Advantage declined Mr A's claim as it didn't think there were storm conditions, but I don't think it considered the damage to the roof and what caused it. I've seen no evidence of reports or inspections. Without this, I don't think it would be fair for me to say that Advantage should accept Mr A's claim for storm damage.

In the circumstances, as I think there were storm conditions, I think it reasonable for Advantage to now consider Mr A's claim for storm damage in line with the remaining terms and conditions of his policy.

### **My final decision**

My final decision is that I uphold this complaint in part and require Advantage Insurance Company Limited to consider Mr A's claim in line with the remaining terms of his policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 19 July 2023.

Elizabeth Middleton  
**Ombudsman**