

## The complaint

Mr M complains that Advantage Insurance Company Limited unfairly declined a claim for storm damage under his home insurance.

Mr M's policy was sold and is administered by a third party company on Advantage's behalf and all his correspondence has been with this company. Part of the complaint concerns the actions of the administrator. As Advantage has accepted it is accountable for the actions of the administrator, any reference to Advantage in my decision includes the administrator.

While Mr M is the named policyholder, most of the information about the complaint has been provided by Mrs M. I'll refer to both in my decision.

## What happened

Mr M had a home insurance policy with Advantage. In December 2023, following several days of extremely high winds and heavy rainfall, he found rain pouring through his bathroom ceiling. He arranged for a roofer to carry out an emergency repair to the roof. The roofer recommended that the felt roof should be replaced as soon as possible. Mrs M booked him to carry out full repairs in early January 2024. She reported the damage to Advantage and made a claim on the insurance.

Mrs M agrees that Advantage asked for photos of the damage but says its call handler "*said if I was happy with the quote to go ahead.*" Advantage says it told Mrs M it needed to review the quote and photos of the damaged roof before it would agree to settle the claim.

Mrs M sent Advantage the quote on 29 December and sent photos after close of business hours on 4 January 2024. Mr M's contractor carried out repairs the following day.

Advantage declined the claim. It said Mrs M's photos "*were not sufficient to assess the extent and cause of the damage.*" And because the repairs had already been completed, it couldn't determine if the damage was caused by the storm or was wear and tear. It later told Mr and Mrs M that pictures from Google Earth from July 2022 showed pre-existing damage to the roof.

Mr M was unhappy with this and brought his complaint to this service. He wants Advantage to settle his claim.

Our investigator didn't recommend that the complaint should be upheld. She agreed there was a storm but thought Mr M hadn't given Advantage the information it needed before he had the roof repaired. She thought Advantage hadn't been given a reasonable chance to validate the claim and its decision to decline was reasonable.

Mr M disagreed with our investigator, so the case was passed to me.

## My provisional decision

I issued a provisional decision on 26 July 2024 and explained why I was minded to uphold the complaint. I said:

*“Like most policies, Mr M’s cover only makes Advantage liable for damage caused by certain insured events. The damage needs to be caused by one of the insured events listed in his policy.*

*The policy booklet shows Mr M is covered for damage caused by a storm. Page 7 of the booklet defines a storm as: “Strong winds in excess of forty-seven (47) knots (fifty-four (54) mph) that may be accompanied by heavy rain, snow or sleet. Torrential rain in excess of twenty-five (25) mm per hour...”*

*As our investigator explained, when we look at complaints about storm damage we ask three questions:*

- 1. Were there storm conditions on or around the date of the claim?*
- 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 these questions is “no” the claim is unlikely to succeed.*

*Advantage hasn’t argued the first point, but I’ve still checked weather information for the week leading up to 21 December 2023. Data from a weather station four miles from Mr M’s home shows high winds reaching 55mph on 17 and 21 December respectively. The data also shows heavy rainfall in the days leading up to 21 December. I’m satisfied that this meets the policy definition of a storm.*

*I think it’s reasonable to think strong winds might cause damage to a roof resulting in rain getting into a home. I think Advantage would accept this general point. The question then is whether the storm was the main cause of damage.*

*Advantage told us:*

*“We needed to be able to see images of the damage pre repairs so we could ensure that the damage that had happened was due to the storm, but also that the repairs being completed were not for areas that were not caused by the storm.... As we haven’t had an opportunity to validate the repairs completed would have been covered under the claim, we have correctly declined the claim due to being unable to relate the damage to a claimable event.”*

*I understand that. However, Mrs M provided photos from her roofer as well as his expert opinion that “the roof was completely removed with the high winds and bad weather.... In my professional opinion, the damage was done with the high winds and extremely bad weather on the day we attend it [sic]”.*

*More importantly, Mrs M says Advantage told her to go ahead with the repairs. I understand why she’d want to have repairs done as soon as possible so I think it’s important to consider what Advantage told her when she made the claim.*

*I’ve listened to the call on 22 December 2023 when Mrs M reported the damage. In summary:*

- She explained that the wind had torn off the felt roof, and her roofer had made a temporary repair.*
- The call handler checked weather data and confirmed wind gusts of up to 58mph were recorded the previous night.*
- Mrs M said she paid £400 for the emergency call out and temporary repair and her roofer estimated a full repair would cost £1,300 to £1,500.*

- *The call handler confirmed it was Mrs M's intention to use the same roofer to complete the full repair: "And the roofers that attended. You say they're happy to go out and carry out the permanent repairs in the New Year?"*
- *The call handler asked Mrs M if she had any photos showing the damage. Mrs M said she didn't<sup>1</sup>. The call handler replied: "That's fine, no problem at all."*
- *He explained the £400 policy excess: "If we were to arrange to cover the cost of using your own roofers/contractors then we would review the costs and then deduct the excess from that. So for example if its £1,500 then we would deduct the excess and pay the £1,100 to you."*
- *He logged the claim and explained next steps: "So I've got the details logged for you. What I'll do, if you're happy to use your own roofers, we can send you an email with a claim reference number in a second so if you ever have to respond with any quotes or invoices that the roofers provide to you, if they are able to take any images and send those across to us, if not, if they just detail the sort of work that's required and obviously the cost that's involved then we'll be able to issue that for you and I'll send you that email to respond to which has got that information from the roofers if that's ok for you?"*

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<sup>1</sup> She later found that her roofer had taken some photos.

*At no point did the call handler tell Mrs M that Advantage would have to review the quote or approve the work before it would agree to settle the claim. In fact, having listened to the call I can see why Mrs M believed she could go ahead with the work. She ended the call by commenting on how easy the process had been. I'm satisfied that this is because she thought the work had been approved. I think the call handler should have told Mrs M during the call that Advantage needed to assess and accept the claim first, and that any repairs done before this would be at her own risk.*

*Advantage emailed Mrs M the same day. It said:*

*"As discussed, to help us with your claim can you please provide a quote for the repairs with a description of the work required. If possible, can the roofer also please provide photos of the damaged area?"*

*Again, Advantage didn't tell Mrs M that it needed to review the quote/photos before it would accept the claim.*

*Mrs M sent Advantage her roofer's quote on 29 December. Advantage replied at 4.01pm on 4 January: "Could you please request from the roofer who attended your property and gave you a quote for repair, to please send photographs for us to review the damage." Mrs M sent these photos at 6.46pm the same day.*

*Mrs M called Advantage twice before her roofer arrived on 5 January. Advantage's note of the second call to the claims team says: "[Mrs M] checking if they're ok to go ahead with repairs as roofer is booked for today. advised we need to review the photos/quote first before confirming settlement." I don't think that's an accurate summary of the call.*

*During that call, the call handler confirmed that Advantage had received the information it asked for and this had been forwarded to the relevant person for review. At that point, Mrs M asked the call handler: "Should we tell them just to go ahead?" The call handler replied: "That would be a decision for yourselves. Even if we do make a payment the payment won't be with you today." The call handler didn't directly refer to settlement or suggest the claim wouldn't be approved.*

*In my opinion, he should have told Mrs M that the claim hadn't yet been assessed or accepted. He should also have explained the risk of her going ahead with repairs and that Advantage might be unable to accept the claim if the photos weren't sufficient. If he'd done this, I think it's likely Mrs M would have cancelled the work. Advantage would then have been able to appoint a surveyor to inspect the roof when the photos proved inconclusive.*

*Advantage sent Mrs M an email at 6.30pm on 5 January. This concluded: "Please allow us time to review the claim before you proceed." This was too late because the repairs had already been done. As far as I can see, that's the first time Advantage told Mrs M that it needed to review the claim before she got the work done. In my opinion, until then Advantage had given the impression that Mrs M should go ahead with the repairs.*

*Finally, I've looked at Google Earth images of Mr M's roof before the storm and I can't tell what condition it was in. Advantage hasn't sent us the images it used to conclude that the damage was due to wear and tear. In the absence of these, I can't agree that satellite images show wear and tear to the roof.*

*On the other hand, Mr and Mrs M's email on 28 January 2024 set out the maintenance they'd done to the roof over the last few years. This included replacing the felt roof less than ten years ago. It doesn't look like Advantage asked them for evidence of this.*

*I understand that Advantage wanted to validate the claim. However, in this case, I find that:*

- *There was a storm, Mr M's roof was damaged during that storm, and his roofer said the storm caused the damage.*
- *Mrs M told Advantage that the roofer was due to carry out full repairs.*
- *Advantage had several chances to tell Mrs M that it needed to assess her claim before it could agree settlement. It didn't do this.*
- *Instead, its communication with Mrs M – in particular, the 22 December call – led Mrs M to believe she could go ahead with repairs.*
- *Advantage didn't explain the consequences of any repairs being done before it accepted the claim.*
- *If Mrs M had known this, she'd have most likely cancelled the scheduled work.*
- *Given the evidence available, I think the storm was most likely the main cause of damage.*
- *Advantage believes its position has been prejudiced by the work going ahead without an assessment on its part, and I accept this might be the case.*
- *But here, I hold Advantage responsible for the actions that led to that happening.*

*For these reasons, I don't think Advantage's decision to decline the claim was fair. I think it should settle the claim in line with the remaining policy terms."*

### **Responses to my provisional decision**

Both parties accepted my provisional decision and had no further comments.

### **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.

As both parties accepted my provisional decision and had no more comments they wanted me to consider, I uphold the complaint for the same reasons set out in my provisional decision.

### **My final decision**

My final decision is that I uphold the complaint and order Advantage Insurance Company Limited to settle Mr M's claim in line with the remaining policy terms.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 August 2024.

Simon Begley  
**Ombudsman**