

## **The complaint**

Mr and Mrs G complain that Tradex Insurance Company PLC ("Tradex") unfairly declined their claim for storm damage to their roof, under their home buildings insurance policy.

## **What happened**

On 9 December 2023 Mr and Mrs G found rainwater leaking into their loft space following a storm. They called Tradex the same day, which was a Saturday. They say the call centre was unresponsive. They called back the following Monday. But in the meantime, they arranged a quote from a roofer to repair the damage. Mr and Mrs G were told by Tradex it would send a surveyor to assess the damage on 19 December.

Mr and Mrs G informed Tradex that the repairs needed completing straight away. They were asked to provide photos, an invoice and a report from their roofer, which they did after the repairs were completed. Mr and Mrs G say there was a delay in Tradex responding. It subsequently sent an email declining their claim. They say a conflict of interest exists as the surveyor who considered their claim is appointed by Tradex. Mr and Mrs G also raised concerns with the service and standard of communication provided by the business.

In its final complaint response Tradex says a surveyor's appointment was offered for 19 December 2023 when Mr and Mrs G called on 11 December. They declined this offer as they wanted to proceed with the repairs straight away. Tradex says it told them wear and tear wasn't covered by their policy and asked for the roofer to provide photos so it could assess the claim.

Tradex says no post repair photos were supplied as requested. The images supplied were close up only. It says evidence of severe cracking to the existing roof was shown in the photos. In addition, there was evidence of previous repairs and issues with the flat roof. It says that based on this evidence the damage was the result of wear and tear, which is excluded from cover. Tradex also says there were no storm conditions around the time of Mr and Mrs G's loss to support this as the cause of the damage.

Mr and Mrs G didn't think Tradex had treated them fairly and referred the matter to our service. Our investigator didn't uphold their complaint. He says the weather records show storm conditions weren't experienced around the time of their loss. He also found Tradex's view persuasive that wear and tear was the most likely cause of the damage.

Mr and Mrs G didn't accept our investigator's findings. They asked for an ombudsman to consider the matter.

It 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'm not upholding Mr and Mrs G's complaint. I realise this isn't the outcome they wanted and I'm sorry to disappoint them. But I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the weather records from around the time Mr and Mrs G say the loss occurred. The data was taken from the closest weather station to their home. This was around 4 miles away. This shows the maximum wind gust that was experienced was 43mph. I've looked at the conditions for the days preceding 9 December 2023. This shows the maximum wind speeds were lower. Rainfall recorded at the time of the loss was a maximum of 3.8mm per hour.

Mr and Mrs G's policy terms include a definition for 'storm'. The terms say:

*"Storm - a period of violent weather involving:*

*a) wind speeds with gusts of at least 55 miles per hour; or b) torrential rainfall at a rate of a least 15mm per hour; or c) snow to a depth of at least 30cm in 24 hours; or d) hail of such intensity that it causes damage to hard surfaces or breaks glass."*

Based on the weather records I've looked at, storm conditions as defined by Mr and Mrs G's policy weren't experienced around the time of their loss. So, the answer to question one is, no. This means a storm wasn't the cause of the damage.

I've thought about the remaining two questions we consider. Damage to a flat roof is something that can typically be thought of as consistent with a storm cause. So, the answer to question two is yes.

Question three asks whether storm conditions was the main cause of the damage. I don't think there were storm conditions. But I have considered the report from Mr and Mrs G's roofer. As well as the opinion of Tradex's surveyor.

The roofer's letter says the roof felt has been lifted. It says this was *"more than likely"* due to recent winds causing the felt to rip. The roofer says the roof needs stripping and to be replaced. The invoice provided is for £2,976. This is to replace the flat roof covering in full.

The claim records from later in December 2023 show Tradex's appointed surveyor commented on the photos provided by Mr and Mrs G's roofer. The notes say there was only one image of the damage. The section of flat roof in the image shows evidence of cracking. The surveyor says the cause appears to be a natural breakdown of materials over time. In addition, the surveyor comments that the roof has been previously painted over with a black paint *"possibly bituminous"*. The surveyor indicates the claim should be declined.

I can see from the claim notes that the claim was referred for further consideration internally by Tradex in January 2024. This was after Mr and Mrs G had disputed the decline decision. It maintained that there was no evidence to show a storm criterion had been met. It also

says that the age of the flat roof was the primary factor in the damage, based on the available evidence.

I've looked at the photos supplied by Mr and Mrs G's roofer. This shows a section of their flat roof. I can see extensive cracking in the roof felt in this area. There is also evidence of previous repairs. This is shown by the black paint that has been applied to this part of the roof at some point.

On page ten of Mr and Mrs G's policy booklet it explains that any loss caused by wear and tear, or anything that happens gradually isn't insured. Having considered the evidence carefully, I think Tradex's view is persuasive that the flat roof is of some age, and the damage has resulted over time due to wear and tear. I don't doubt that the strong winds experienced around the time of the loss contributed to rainwater entering Mr and Mrs G's loft space. But the strong winds have merely highlighted a pre-existing problem. A well-maintained roof in good condition should be able to withstand 43mph winds. It was the pre-existing damage that allowed rainwater to penetrate the roof covering.

I've looked at whether Mr and Mrs G had accidental damage cover that might apply in these circumstances. But this cover was optional and wasn't selected.

I've thought about Mr and Mrs G's comments that they received a poor standard of service from Tradex. I've listened to Mr G's call with the business on Monday 11 December 2023. He says the out of hours team registered his claim on Saturday. Mr G was told a claim had been logged and a surveyor would be appointed to inspect the damage. He asked if he should authorise his roofer to carry out the repairs. Tradex's agent told him it would need to see evidence of the damage to validate the claim - hence the need for a surveyor. It was explained that if Mr G continued with the repairs he should take photos and obtain a report from his roofer/builder.

The claim records show Mr G received a call on 11 December 2023 offering an inspection for 19 December. He didn't agree to this saying it was too long to wait. He called Tradex back on 11 December and the message about providing evidence was reiterated.

I can see Mr G provided photos and the roofer's report on 15 December 2023. A note dated 29 December says the information had been reviewed. Based on this the claim had been declined. The note says two attempts were made to call Mr G but neither connected. An email was sent the same day asking him to make contact to discuss the claim. Mr G emailed back on 3 January to say he was away and would call early next week.

I've listened to calls between Mr G and Tradex's agents on 4, 8 and 23 January 2024. Mr G explains he's had difficulty getting through to the surveying firm Tradex had appointed to discuss the claim. The agent says there is a note that the surveyor wants Tradex to review the claim findings. In the calls on 8 January Tradex agent says she is waiting on a response from the surveying company. She confirms she'll call Mr G when contact is made. On 23 January Mr G calls for an update. The agent says his complaint has been registered. This was about his claim being declined. I can see from the records that a voicemail was left, and an email sent on 17 January to confirm the claim was declined and the reason for this.

A further claim record dated 24 January 2024 refers to a review of the decline decision having been requested. This was carried out but didn't change the outcome.

Tradex needed to validate Mr and Mrs G's claim. This is a necessary part of its handling process to confirm an insured event has occurred and quantify any costs. The records show this was completed on 29 December 2024. So, around two weeks after Mr G sent photos and his roofer's report. I don't think this was an unreasonable timeframe. When Mr G made

contact in early January 2024 it took another two weeks to review the decline decision and confirm this hadn't changed. Again, I don't think this was unreasonable.

Mr G made several calls to Tradex and the surveying company over this period. But having considered the evidence I don't think Tradex treated him unfairly. This was no doubt a stressful time for Mr G and his family. I can understand that he wanted his home repaired as soon as possible. And that he was keen to have his claim processed and then re-considered when it was declined. However, I don't think the time taken to validate and then reconsider his claim was excessive.

Having considered all of this, although I'm sorry Mr and Mrs G have had to pay for repairs to their roof, I don't think Tradex treated them unfairly when relying on its policy terms to decline their claim. Similarly, I don't think Tradex treated them unfairly when validating their claim and in the time taken to review its decision. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G and Mr G to accept or reject my decision before 24 December 2024.

Mike Waldron  
**Ombudsman**