

The complaint

Mr and Mrs B have complained that Advantage Insurance Company Limited (AIC) unfairly declined a claim under their home insurance policy for storm damage.

What happened

In December 2023 Mr and Mrs B made a claim to AIC for storm damage after they noticed water damage to the chimney breast and ceiling in their main bedroom. They thought a recent storm had dislodged the chimney pot, allowing water to get in. They said the chimney pot hadn't fallen off because it is attached to a metal flue that runs down the chimney.

AIC sent a surveyor to inspect the damage. Mr B chased AIC regarding the claim and says he was told it had been recommended that the claim be paid in full. The surveyor's report was referred to someone else in AIC who thought the damage had been caused gradually. At the end of February 2024 AIC told Mr and Mrs B it was declining the claim as in its opinion the damage had been caused by gradual wear and tear which wasn't covered by their policy.

Mr and Mrs B brought their complaint to this service. Our Investigator didn't uphold the complaint. He didn't think a storm was the main cause of the damage.

In response Mr B made the following points:

- The chimney is hidden from view, so you couldn't see how the mortar or render might be damaged.
- AIC's surveyor had told Mr B that the damage "*was in line with storm damage*".
- When the photos were taken, there was some mould on the walls but they weren't claiming for that as it was an annual problem for them.
- Much of the damage had now dried out after Mr B carried out an emergency repair to the chimney pot.

As Mr and Mrs B didn't agree, the matter has been referred to me.

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.

In considering this type of complaint, there are three questions we usually ask. If the answer is "*no*" to any of these questions, then we think it is reasonable for an insurer to decline a claim for storm damage.

The first is whether or not there was a storm at the relevant time. It's not in dispute that there was a storm in the area near Mr and Mrs B's home around the relevant time.

The second question is whether the damage to the chimney is consistent with what I'd expect a storm to cause. I think it is. Chimneys often suffer the brunt of severe weather, especially storm-force winds, as they are the highest part of a property.

The last question we normally ask in this sort of complaint is whether the storm was the main cause of the damage. In deciding this, I usually rely on expert evidence. In this case I note that AIC's surveyor thought the storm couldn't have been recent as he thought it would have taken a considerable time for the damp to penetrate and become visible. There were water marks on the ceiling and the plaster looked "*bubbled*". He took extensive photos inside and outside of the property.

AIC referred the surveyor's report to a claims expert. After reviewing the report and accompanying photos, they commented:

"The photos of the water damage in the bedroom appear to be quite historic, as is mentioned in your report, thus not proved to be from this recent one-off storm event. The failing mortar on the verge and the severe cracking to the render just beneath the tiles is also not due to storm, but wear and tear and lack of maintenance., thus is also likely allowing water to ingress. The chimney is also showing degradation of the mortar as is evident in the photos provided due to plant/moss growth clearly growing out of it."

They didn't think the cracking to the render and failing in the mortar was storm damage but something that had happened gradually.

In my opinion the photos taken by the surveyor support AIC's findings. The photo of the chimney isn't very clear but I can see the plant or moss growth on it which was referred to by AIC. It was entitled to rely on its expert's opinion to decline the claim for the damage to the roof and I don't think it was unreasonable for it to do so. I don't think Mr and Mrs B have thrown sufficient doubt on the surveyor's conclusions to make me think that AIC should change its position on this.

I appreciate it would have been very disappointing for Mr and Mrs B to learn their claim had been declined after they had the impression that it would be accepted. But ultimately that was AIC's decision to make and I haven't seen any evidence that they were misled in this regard.

I accept that mould was something Mr and Mrs B dealt with every year. As this doesn't seem to have been a factor in AIC's decision-making, I don't think I need to consider it further.

I have considered Mr C's further comments, Whilst I understand the points he is making, he hasn't provided any new evidence in relation to the claim. Based on the evidence about the damage I think AIC has shown it is more likely than not that the storm highlighted pre-existing maintenance issues with the chimney rather than being the predominant or main cause of the damage. It follows that I think AIC's decision to reject the claim was fair and reasonable.

Mr and Mrs B don't seem to have taken out accidental damage cover which was an optional extra on their policy. In some situations that might have covered the internal damage. But as Mr and Mrs B don't have the cover, I haven't investigated whether it would have helped here.

My final decision

For the reasons set out above, I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs B to

accept or reject my decision before 3 December 2024.

Elizabeth Grant
Ombudsman