

The complaint

Mr and Mrs E complain about Advantage Insurance Company Limited's (Advantage) decision to decline a claim they made on their home insurance policy for damage to their property caused by bad weather.

Mr and Mrs E are both party to this complaint but for ease of reference I've referred to Mr E throughout my decision. References to Advantage includes its agents and representatives.

What happened

Mr E noticed water leaking into his home through the roof during bad weather. So, he contacted Advantage and submitted a claim on his home insurance cover. However, Advantage declined the claim on the basis the damage was likely the result of poor workmanship Mr E had completed on his home before the damage occurred. Mr E disagreed and made a complaint to Advantage. He said the area in which the leak happened was in a different area of the roof that he'd previously had repairs completed. He said his property was well maintained and the heavy rain was the cause of the damage.

Advantage reconsidered its position. It accepted it had made an assumption when it said the damage was the result of poor workmanship. But it maintained its position to decline the claim. It said it had checked the weather data for Mr E's area around or prior to the date of the damage and concluded there were no storm conditions in the area around that time. As Mr E didn't agree, he referred a complaint to this Service.

Our Investigator considered the complaint but didn't think it should be upheld. She obtained weather readings for Mr E's area from July and August 2023 until Mr E called to make the claim. On reviewing the data, she concluded there was no evidence of storm as per the policy definition, during that period. As there was no insured peril, our Investigator said Advantage was entitled to decline the claim under the policy terms.

Mr E didn't agree with our Investigators view and asked for an Ombudsman's decision on the complaint.

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.

Mr E is unhappy Advantage declined his claim as he believes it was storm conditions that caused damage to his roof and the subsequent damage to his bedroom below. He says a leaking roof is covered by the policy. So, what I've considered in this case is whether Advantage acted fairly and reasonably and in accordance with the policy terms when it made its claims decision.

Mr E's policy provides cover for damage caused by a storm. And it defines a storm as *"...wind speeds with gusts of at least 48 knots (55mph...), or torrential rainfall at a rate of at*

least 25mm per hour..." Advantage doesn't accept there were storm conditions around the time Mr E reported the damage to his roof.

When this Service considers complaints about claims for storm damage, our approach is to first consider whether there were storm conditions at the relevant time. That's because you can't have storm damage without a storm. And if there were, we then go on to consider the nature and cause of the damage. Our investigator reviewed the weather data Advantage provided from one source as well as obtaining weather data from another- both of which are reliable sources of meteorological data to establish wind speed and rainfall in a specific area at or around the time in question. None of the data showed any storm conditions during the period in question. And as I've seen no compelling evidence to challenge these two sources, I'm satisfied a storm, as defined by the policy, didn't occur. And therefore, I can't say the damage being claimed for was caused by a storm.

As I don't think a storm caused the damage and as there's no other cover on the policy that might cover any of the damage, I don't think Advantage acted unfairly when it declined the claim. And I don't need to go on to consider the next two questions we would usually ask when considering a claim of this nature. Taking everything into account, I'm satisfied Advantage acted within the policy terms and conditions and fairly declined Mr E's claim. It follows, I don't uphold this complaint.

Mr E has recently mentioned concerns about the way the policy was sold. This didn't form part of Mr E's original complaint, so I won't consider these here. Mr E is entitled to raise these concerns to the party responsible for the sale of the policy. Should Mr E's concerns remain unresolved, this would be subject to a new complaint

My final decision

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs E and Mr E to accept or reject my decision before 30 December 2024.

Adam Travers
Ombudsman