

The complaint

Mr P has complained that Amtrust Europe Limited unfairly declined part of a claim under his let property insurance policy for storm damage.

What happened

In January 2024 Mr P made a claim to Amtrust in respect of a property he lets out after there was damage to a flat roof and part of a pitched roof following two storms. He arranged for repairs to be carried out, including the re-felting of the flat roof and sent the invoices to Amtrust. The invoices were:

<i>Description</i>	<i>Cost</i>
Repairs to lead on roof	£480
Repair to ridge tiles	£1,296
Replacement of flat roof	£11,760

Amtrust appointed a loss adjuster who visited the property on 9 February. On 23 February Mr P complained about the lack of communication concerning his claim. Amtrust agreed that Mr P should have been contacted within two weeks from the date of the site visit.

On 7 March Amtrust agreed to pay for the repairs of £480 apart from £50 included in the invoice for flash band repairs around the skylight windows. It said photos provided by Mr P showed the lead flashing was in a poor state of repair before the storm.

It agreed to pay £1,296 for the ridge tile repairs less the policy excess of £250.

It said the damage to the flat roof had not been caused by a storm, so it refused that part of the claim. It thought the storm had highlighted existing defects. According to the loss adjuster he had been told by one of Mr P's tenants that the flat roof had been leaking since November/December 2022.

Mr P disputed that. He said a new flat roof had been fitted in May 2022 and was in perfect condition at the time of the storm. He said his tenant strongly denied telling the loss adjuster that the flat roof had been leaking before the storm.

There were some discussions about whether Mr P had given incorrect information about the overall size of the flat roof and whether that affected the settlement. In early May Amtrust confirmed that although it had been given incorrect information, that wouldn't affect the settlement.

Mr P brought his complaint to this service. Our Investigator upheld the complaint in part. She didn't think Amtrust had treated him unfairly in declining the claim. She wasn't persuaded that the damage to the flat roof had been caused by the storm. But she thought there had been poor service on the part of Amtrust with a lack of communication and avoidable delays. She recommended that Amtrust should pay Mr P £100 compensation for that. Both parties agreed with the recommendation.

As Mr P didn't agree regarding the decline of the claim for damage to the flat roof, 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.

The main issue for me to decide is whether Amtrust treated Mr P fairly in declining to pay for the repair of the flat roof at his property.

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. According to the weather records there were storms in the area near the property around the relevant time.

The second question is whether the damage to the roof is consistent with what I'd expect a storm to cause. I think the damage to the flat roof could be the sort of damage which the recent severe gale force winds might have caused although generally I would expect a well-installed flat roof to withstand damage in most storms.

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 Mr P's roofer thought the flat roof had been damaged by "*bad weather and bad negligence from installer*".

The roofer said the flat roof had been laid incorrectly, only one layer of felt had been used and parts of the flat roof hadn't been stuck down properly.

In my opinion the photos supplied by Mr P support his roofer's conclusion that the flat roof hadn't been laid correctly. It does not look to me like a relatively new, well-installed flat roof should look.

Mr P thinks that Amtrust should pay at least half the cost of replacing the flat roof as his roofer thought the damage had been caused by a combination of bad weather and poor workmanship. But in order for me to require Amtrust to pay anything in respect of this part of the claim, I'd need to be persuaded that the storm was the main or dominant cause of the damage. Instead, I think it's more likely that the flat roof hadn't been installed properly and the storm just highlighted this.

Ultimately it's for the insured to show that an insured event (in this case, a storm) was the main cause of the damage. Unfortunately for Mr P, I don't think he has thrown sufficient doubt on his own roofer's conclusions to make me think that Amtrust should change its position on this.

In my opinion Amtrust was entitled to rely on the roofer's report to decline the claim for the damage to the roof and I don't think it was unreasonable for it to do so. It follows that I think Amtrust's decision to reject this part of the claim was fair and reasonable.

Amtrust did take longer than I'd expect to reach a decision on this claim and its service should have been better. As both parties appear to agree that compensation of £100 would be fair and reasonable, I don't need to consider that aspect of the complaint any further.

My final decision

For the reasons set out above, I uphold this complaint and require Amtrust Europe Limited to pay Mr P compensation of £100 for delays and its poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 10 January 2025.

Elizabeth Grant
Ombudsman