

The complaint

Miss Z1 and Miss Z2 complain about Advantage Insurance Company Limited's handling of their claim for storm damage, under a home insurance policy.

Advantage has been represented by its agents under the claim. All references to Advantage include its agents.

What happened

Miss Z1 and Miss Z2 had a home insurance policy with Advantage. In January 2024, they made a claim for storm damage. They said the flat roof of their kitchen ('the roof') was blown off during a storm. Advantage declined the claim, so Miss Z1 and Miss Z2 complained.

Advantage issued a response in April 2024. It accepted it had handled the claim poorly and there were delays. So it paid Miss Z1 and Miss Z2 £150 compensation. But it said the claim was declined due to wear and tear, and Miss Z1 and Miss Z2 couldn't prove the roof was in a good condition. It also said the weather conditions were below the threshold for a storm.

Miss Z1 and Miss Z2 referred their complaint to the Financial Ombudsman Service. They said Advantage's actions, including delays, had caused further internal damage. They didn't think Advantage had shown evidence of wear and tear, and the images it relied on were of the adjacent sunroom, which had a separate roof to the kitchen roof. They said Advantage's actions had affected them emotionally and they were concerned about covering the cost of repairs. They wanted Advantage to cover the cost of repairs and drying, including all the damage caused by the storm and subsequent delays.

The Investigator didn't uphold the complaint. They said Advantage fairly declined the claim in line with the terms of the policy, and in particular, the flat roof endorsement which required an inspection to take place every eight years.

Miss Z1 and Miss Z2 disagreed. Because the complaint couldn't be resolved, it's been passed to me to decide.

I issued a provisional decision upholding the complaint and I said:

"What I've provisionally 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.

Storm claim

Miss Z1 and Miss Z2's policy provides cover for damage caused by storm. When I look at a storm claim complaint, there are three issues I consider:

- 1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. Is the damage claimed for consistent with damage a storm typically causes?*

3. Were the storm conditions the main cause of the damage?

Advantage said in its final response the weather conditions were below the threshold for a storm, so I've reviewed point one.

The policy defines storm as : 'wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale).'

The weather records I've seen show peak gusts of 74mph and 57mph on or around the date of the damage. Even Advantage's report of March 2024 says storm conditions were met, noting 72mph winds, described as 'violent storm force gusts'.

So overall, I'm satisfied there were storm conditions on or around the date of the loss.

Moving to point two, I'm satisfied that severe gale force gusts, with wind speeds of up to 74mph, are capable of blowing off a flat roof. I'll therefore move on to point three.

Miss Z1 and Miss Z2's policy excludes loss or damage caused by wear and tear. Advantage said its surveyor concluded the damage was consistent with wear and tear.

Advantage also said Miss Z1 and Miss Z2 were unable to prove the roof was in a good condition, but Miss Z1 and Miss Z2 aren't required to do this. Given that Advantage is seeking to rely on an exclusion to decline the claim, the onus is on Advantage to prove the exclusion applies. I've reviewed the evidence with this in mind.

Advantage inspected the property in January 2024 and the resulting report was provided in March 2024. I've seen two conflicting reports from Advantage, and I've seen evidence of the internal communication with its agents. Advantage acknowledged the first report declined the claim based on a misunderstanding that flat roofs were not covered. It instructed its agent to request evidence relating to the flat roof maintenance and condition. I'm therefore satisfied the first report represented Advantage's agent's initial opinion.

This first report confirms Advantage inspected the internal areas beneath the roof. But there is no reference to wear and tear, and I can't see the images in the report show wear and tear either. This report confirms there is no evidence of pre-existing damage and says 'the high winds have removed the felt covering on the roof. The felt was in fair condition with no visible damage...' Advantage says the comment on fair condition was in relation to the felt covering. But if the roof structure was subject to sufficient wear and tear as to make it a likely cause of the damage, I think it's more likely than not that wear and tear would also be visible on the felt – but based on this report, it wasn't.

I think the second report was compiled subsequently, for the reasons outlined above. In this report, reference to inspection of the internal areas beneath the roof was removed, as was the confirmation there was no pre-existing damage. The conclusion also changed to a recommendation to decline the claim due to wear and tear, and reference was made to a pre-existing issue. The only additional evidence provided in this report, in support of the change in conclusion, was a photo from around 2021 from an estate agent. But, as Miss Z1 and Miss Z2 pointed out, this image was primarily of the adjacent sunroom roof. I'm not persuaded this shows wear and tear to the flat roof above the kitchen.

Overall, I'm more persuaded by the conclusions in the first report, and I've not seen sufficient evidence to persuade me it was fair for Advantage to later say wear and tear

caused the damage. Because the first report didn't mention wear and tear, and it said high winds removed the felt covering, I'm satisfied that storm conditions were likely the main cause of the damage. I don't think Advantage has provided enough evidence to persuade me it's fair for it to rely on the exclusion for wear and tear.

Miss Z1 and Miss Z2 also provided comments from a surveyor (we've provided a copy of this to Advantage with this decision). The surveyor said they inspected the flat roof and thought it had failed recently due to adverse weather conditions, and was in an adequate condition prior to this. This opinion seems in line with the opinion in Advantage's first report, and I consider it to be persuasive in the circumstances.

For the reasons outlined above, I'm satisfied that storm conditions were likely the main cause of the damage. I've therefore gone on to consider the matter of the endorsement.

Flat roof endorsement

Miss Z1 and Miss Z2's policy contains a flat roof endorsement which says : 'The flat roof must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.'

Miss Z1 and Miss Z2 provided evidence of an email from the executor of the previous owner of the property. This email was from August 2021, and because this predates the claim, I consider the information within it to be persuasive and relevant in the circumstances. The email confirms the roof was checked over the last year and an estimate was provided in support of this. I've reviewed the estimate and I think it supports the claim the roof was checked. It includes a number of works to the front and rear elevation, and it seems likely there was no reference to the flat roof because no necessary repairs were identified.

On balance, I think it's more likely than not the flat roof was inspected in 2020, so I don't think Miss Z1 and Miss Z2 failed to comply with the endorsement. But even if they did fail, I've already explained why I'm not persuaded there was wear and tear to the flat roof that caused the damage. So a failure to inspect the roof within the past eight years wouldn't have been material to the loss anyway.

Overall, for the reasons outlined above, I think Advantage acted unfairly in declining Miss Z1 and Miss Z2's claim. I therefore intend to require it to accept the claim.

Poor service and fair compensation

Advantage accepts there were delays, and I agree it was unreasonable for it to take till March 2024 to provide the report. And I've explained above why, following this, Advantage acted unfairly in declining the claim.

Miss Z1 and Miss Z2 said this caused further damage to their property, affecting them emotionally. They've also provided photographs showing mould to their kitchen ceiling, which I'm satisfied would have been as a result of the storm damage and any delays.

I'm satisfied Advantage's actions would have caused Miss Z1 and Miss Z2 considerable distress, upset and worry, affecting the enjoyment of their kitchen over many months, despite the temporary repairs.

Taking into account the above, I don't think the £150 compensation Advantage paid is fair and reasonable in the circumstances. And I think it should pay Miss Z1 and Miss

Z2 a further £250 compensation, in addition to the £150 it has paid.

Miss Z1 and Miss Z2 also raised concerns about the handling of a home emergency claim. This cover is provided by another insurer, so if they still have concerns about this, they can raise it with that insurer separately. They also complained about the sale of their policy. If they still feel the policy was mis-sold, they can raise this separately with their broker.”

Miss Z1 and Miss Z2 accepted my provisional decision, but Advantage didn't agree with it. It raised the following points:

- It said Miss Z1 and Miss Z2's evidence doesn't show the flat roof was inspected in line with the policy endorsement.
- It said its evidence shows the flat roof was in poor condition and had wear and tear.

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.

I've taken Advantage's additional comments into account, but I've come to the same conclusion as I did in my provisional decision.

Advantage said Miss Z1 and Miss Z2's evidence is undated, and it has not had sight of the estimate I mentioned. I can see we emailed the estimate to Advantage in August 2024, so I'm satisfied it had access to this.

As I said in my provisional decision, I consider the email of August 2021, from the executor of the previous owner, to be persuasive and relevant in the circumstances. This confirmed the roof was checked in the previous year.

I've also seen evidence of an email from the contractor that issued the estimate, confirming the invoice for this work was from July 2020. As I said in my provisional decision, I think it's likely there was no reference to the flat roof in the estimate because no necessary repairs were identified.

So I still think, on balance, it's more likely than not that the flat roof was inspected in 2020, and I don't think Miss Z1 and Miss Z2 failed to comply with the endorsement.

Advantage said the failure to comply was the crux of the complaint, but I don't agree. I'd explained in my provisional decision why Advantage hadn't provided enough evidence to persuade me there was wear and tear to the roof that caused the damage. So I didn't think any failure to inspect the roof within the past eight years would have been material to the loss. So, even if there had been a failure to comply with the endorsement, I don't think it would be fair for Advantage to rely on the endorsement, or the exclusion for wear and tear, to decline the claim.

Advantage said the estate agent images show the poor condition of the roof when Miss Z1 and Miss Z2 purchased the property. It said if a qualified tradesperson were to inspect, they would comment on the poor condition of the roof, so it said the roof had wear and tear.

I'd explained in my provisional decision there were two conflicting reports from Advantage, and that I was more persuaded by the conclusions in the first report. Advantage says any qualified tradesperson inspecting would comment on the poor condition of the roof, but its agent didn't say the roof was in poor condition in this report. Its agent didn't mention wear

and tear and it said there was no evidence of pre-existing damage. Its agent only said the felt was in fair condition with no visible damage.

Furthermore, I'd explained in my provisional decision that Miss Z1 and Miss Z2 said the estate agent images Advantage relied on were primarily of the adjacent sunroom roof, and not the flat roof above the kitchen. Advantage's agent didn't provide any photos to show wear and tear to the roof from their inspection, and they did say high winds removed the felt covering. So, I'm satisfied that storm conditions were likely the main cause of the damage. And I still don't think Advantage has provided enough evidence to persuade me it's fair for it to rely on the exclusion for wear and tear, or the policy endorsement.

My final decision

For the reasons outlined above, my final decision is that I uphold this complaint. I require Advantage Insurance Company Limited to:

- Deal with Miss Z1 and Miss Z2's claim for storm damage in line with the remaining policy terms, including the internal damage. If repairs have been carried out, Advantage should reimburse Miss Z1 and Miss Z2, and interest should be added at the rate of 8% simple per annum, from the date any invoice was paid, to the date of settlement.*
- Pay Miss Z1 and Miss Z2 a further £250 compensation.

* If Advantage considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Miss Z1 and Miss Z2 how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

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

Monjur Alam
Ombudsman