

The complaint

Mr and Mrs G are unhappy their claim for storm damage to their roof has been declined by Advantage Insurance Company Limited ("Advantage") under their home insurance policy.

What happened

Mr and Mrs G contacted Advantage following a storm to explain the damage they'd experienced to their home and to understand how to progress with their claim.

Mr and Mrs G originally claimed for damage to two flat roofs and the subsequent (minor) internal damage caused to two of their bedrooms. They also claimed for damage to a garden fence. Mr and Mrs G have since clarified with our service, they've withdrawn the claim in relation to the internal damage and one of the flat roofs (the one more recently installed).

Advantage informed Mr and Mrs G that there was no record of storm conditions around the time of the reported incident. It concluded it was likely wear and tear that caused the damage.

Shortly after, Mr and Mrs G received a letter from a senior Advantage director explaining that it would proportionately settle their claim. Advantage have explained the letter could've been made clearer. Its intention was to inform Mr and Mrs G that they'd made a careless misrepresentation when taking out the policy by providing an inaccurate estimate of what proportion of their roofing was flat.

Mr and Mrs G thinks the letter from Advantage's director is legally binding and that it should proportionately settle the claim.

Our investigator decided to partly uphold the complaint. He thought Advantage could've handled the claim better. However, he thought the facts pointed to the damage on the front flat roof being due to wear and tear, so he thought Advantage had been fair to decline the claim in line with the policy terms. He did think poor communication had led to false expectations for Mr and Mrs G that the claim would be covered, so he recommended £150 compensation to be paid. Mr and Mrs G disagreed, so the case has been referred to an ombudsman.

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 read carefully through the claim file and the correspondence with our service's investigator. I can see Mr and Mrs G have accepted their policy doesn't cover damage to garden fences. They've also confirmed that they've withdrawn their claim for their rear flat roof (the newer one) and any internal damage caused. Given these previous issues no longer form part of the complaint, I won't comment on these specific elements within my decision.

Mr and Mrs G would like the claim settled for damage to their front roof from the storm.

When our service looks at a storm claim, there are three questions to consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Advantage informed Mr and Mrs G that there wasn't evidence of storm conditions around the time of their reported incident.

Our service has access to weather reports, so I have reviewed these, and they show me there were strong gusts recorded in the period leading up to the claim. The gusts were consistent with what our service acknowledges as "storm" strength and similar to what is defined in Mr and Mrs G's policy for a storm.

Therefore, I will move onto the next question.

Was the damage claimed for consistent with damage a storm typically causes?

No, there is no evidence of specific damage to the front roof. If a flat roof was damaged by strong winds, I would've expected to see felt torn from roof.

Were the storm conditions the main cause of the damage?

Whilst, Advantage didn't consider this directly, it did conclude that wear and tear was the likely cause of the damage. As the roof was of some age (over 15 years), it thought that wear and tear was the likely cause of the water ingress.

Whilst I don't think it carried out a proper review (I think it should've instructed a surveyor to inspect the roof), I don't think the conclusion it has reached is an unfair one. I have reviewed the photographs that have been provided of the roof, and the felt covering does look old and at the end of its life. It's very unusual for felt roofs to remain watertight when they've been in place this long.

As there is no obvious damage to the flat roof from the storm (e.g. tearing of the felt), coupled with the age of the covering, I think it is more likely on the balance of probabilities that the storm wasn't the main cause of damage, but the damage happened gradually.

The policy excludes *"loss or damage caused by wear and tear or any other gradual causes including costs that arise from the normal use, maintenance and upkeep of your buildings"*. Therefore, I think Advantage have been fair in declining the claim.

I appreciate Mr and Mrs G received a letter from a director of the company which led them to believe their claim would be *"proportionately settled"* and they think this should be legally binding. I don't think would be fair. The circumstances of the claim are clear, and under the policy the claim shouldn't be covered. So, I don't uphold this part of the complaint.

I do however, think, Advantage could've handled this claim better. It's sent this letter mid-claim and its seemingly contradicted other information shared. This was a mistake. The mistake has led to Mr and Mrs G falsely raising their expectations on the claim. I also think the assessment of the claim could've been better, the assessment of the storm was poor.

Therefore, for the distress and inconvenience this caused, I require Advantage to pay Mr and Mrs G £150 in compensation. So, I partly uphold this complaint.

I haven't specifically set out whether Advantage was right in stating Mr and Mrs G had carelessly misrepresented their details when taking out the policy. I don't think its relevant to the decline of the claim. However, I can see Mr and Mrs G did accept they'd provided inaccurate information, so I think Advantage did take the right actions and followed the approach I would've expected as set out in The Consumer Insurance (Disclosure and Representations) Act 2012.

My final decision

My final decision is that I partly uphold this complaint. I require don't require Advantage Insurance Company Limited to pay Mr and Mrs G:

- £150 compensation – for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask to accept or reject my decision before 6 March 2025.

Pete Averill
Ombudsman