

The complaint

Mr M and Mrs Z have complained that Amtrust Specialty Limited (Amtrust) declined part of a claim they made for damage to their roof.

What happened

Mr M and Mrs Z held a home insurance policy underwritten by Amtrust. In September 2024 Mr M and Mrs Z made a claim to Amtrust for storm damage to the roof of the property. Amtrust appointed a loss adjuster to attend the property and inspect the damage. Based on this, Amtrust declined to cover the roof damage because it said there were no storm conditions strong enough to cause the level of damage reported. Instead, Amtrust said wear and tear was the dominant cause of the damage to the roof.

Amtrust did however accept the claim for internal damage. Mr M and Mrs Z have complained about this approach as they feel if the internal damage is covered, the roof should be too. They also complained the loss adjuster's inspection of the damage took place on a Sunday.

Mr M and Mrs Z were unhappy with Amtrust's decision on their claim, so they approached the Financial Ombudsman Service.

An investigator looked into things but didn't think the complaint should be upheld. She said while there might have been storm conditions, she agreed that any potential storm was not the dominant cause of damage, rather she said the dominant cause of damage was most likely wear and tear.

The investigator explained that the internal damage was covered under a different section of the policy – accidental damage – which she thought was fair. And she said Amtrust had apologised if Mr M and Mrs Z had found it inconvenient that the inspection took place on a Sunday.

Mr M and Mrs Z didn't accept the investigator's assessment. So, as no agreement has been reached, the complaint has been passed to me to decide.

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.

Having done so, while I appreciate this will likely come as a disappointment to Mr M and Mrs Z, I've reached the same outcome as our investigator. I'll explain why in more detail below

First, I want to explain that I'm not intending to comment in detail on every argument or piece of evidence provided. Instead, I'll focus my findings on what I consider to be the key evidence which is material to reaching a fair and reasonable decision. This isn't meant as a discourtesy to either side, rather it reflects the informal nature of the Financial Ombudsman Service and my role within it. But I want to reassure both sides that I have carefully considered everything they have said and provided, even if I haven't directly commented on it.

When the Financial Ombudsman Service considers complaints about storm damage claims, we take into account the following three questions, and if any of the answers are *no* then it's likely a claim won't succeed:

- Were there storm conditions?
- Is the damage consistent with storm type damage?
- Was the storm the main or dominant cause of the damage?

Were there storm conditions?

Mr M and Mrs Z's policy terms define what Amtrust considers to be a "storm":

"Strong winds in excess of forty-seven (47) knots (fifty-four (54) mph that may be accompanied by heavy rain, snow or sleet

Torrential rain in excess of twenty-five (25)mm per hour

Snow settling to a depth of at least twelve (12) inches (thirty (30) cm) in a twenty-four (24)-hour period

Hail causing glass breakage or denting of metal surfaces"

The policy also contains a specific exclusion for damage caused by weather which doesn't meet the above criteria:

"c) by a weather event that does not meet the definition of Storm as set out in the Definition of terms"

Amtrust declined the claim on the basis the weather on the date the damage was reported didn't meet the policy definition of a storm. This was based on a weather report which suggested the strongest winds on 5 September 2024 were 31mph.

The investigator looked at a broader range of dates in the month preceding the damage being reported and identified that there were windspeeds of 44mph recorded within a mile of Mr M and Mrs Z's property on 23 August 2024. Based on this, and taking into account Mr M and Mrs Z's assertions that their property was in an exposed location, the investigator concluded there might have been storm conditions around the date of loss.

Mr M and Mrs Z believe that their property is particularly exposed, and that tall trees to the rear of their property could have intensified the windspeeds. They've also said relying on weather station data from a mile away from their property is unlikely to give a true reflection of the weather at their property on the date of loss.

To help reach my decision, I've checked two independent weather reporting services, including the one relied on by Amtrust. The reports I've used are not based solely on weather station data. Instead they are based on a combination of weather station data, high resolution digital modelling, satellite data and weather radar which means they are able to compensate for distance from a physical weather station and for localised ground conditions. I'm satisfied these reports are the most persuasive available evidence as to whether there were storm force winds at Mr M and Mrs Z's property around the time of the loss. These independent weather reports both report the strongest windspeeds on the date the loss was 31mph and the strongest winds in the month preceding the damage being reported were 44mph.

Based on all the evidence I've seen, I'm not persuaded there were storm conditions, as defined by the policy, at Mr M and Mrs Z's property on the dates provided. This means that, in my view, the answer to question one, above, is no. However, given Mr M and Mrs Z's strength of feeling about the potential for localised extreme weather which the weather reports might have missed, and in order to give a more comprehensive answer to their complaint, I'll go on to consider questions two and three (as set out above).

Is the damage consistent with storm type damage?

Mr M and Mrs Z made a claim for storm damage to their roof. They provided quotes for a full roof replacement which was recommended by a contractor on the basis there were tiles missing from both the front and rear, and that a patch repair would likely lead to further issues.

Sufficiently strong, storm force, winds could cause damage of this nature to roof tiles. So, I think the type of damage Mr M and Mrs Z reported *could be* consistent with storm type damage, in the right conditions. This means the answer to question two, above, is potentially yes.

Was the storm the main or dominant cause of the damage?

Amtrust appointed a loss adjuster/surveyor to attend Mr M and Mrs Z's property to inspect the damage allegedly caused by the storm. At the point of the visit, the report suggests that Mr M and Mrs Z were already in the process of having the roof fully replaced. The report suggests around 80% of the tiles had already been removed.

The above will clearly have impacted the surveyor's ability to fully assess the alleged storm damage, as his inspection would now be limited to the original tiles which had yet to be removed.

The surveyor provided a report based on those tiles still in situ which, in summary, said:

- The tiles showed signs of age-related wear and tear.
- There were numerous damaged and slipped tiles.
- The roof was the original roof installed c.1920 and so would have been at the end of its useful life
- This was supported by many neighbouring properties having had new roofs installed.

I'm not an expert roofer or surveyor and so when reaching my decision, I'll apply appropriate weight to the opinions of qualified experts. I find Amtrust's surveyor's opinion to be logical, credible and persuasive. And having also reviewed the photos of the roof at the time of the inspection, even as a layman, I'm satisfied the photos support the surveyor's opinion. Particularly when I also consider that the available weather reporting evidence, which I also find to be persuasive, doesn't support that there were sufficiently strong winds, around the time of the loss, to cause damage of this nature to a well-maintained roof which wasn't nearing the end of its useful life.

I'm aware that Mr M and Mrs Z's roofer's inspection suggested the roof was in a good condition prior to the alleged storm. But I've been provided with multiple photos from Amtrust's agents which contradicts this opinion, and supports that the roof was suffering from age related wear and tear. These also include photos from Google Street View from several years prior showing various slipped tiles going back several years.

Taking everything into account, on balance, I think it's more likely than not that the dominant cause of damage to Mr M and Mrs Z's roof was age related wear and tear. This means the answer to question three is "no". And based on this, I consider it was in line with the policy terms and conditions, and fair and reasonable in the circumstances, for Amtrust to decline the claim for storm damage to the roof.

Internal damage

The investigator explained to Mr M and Mrs Z that Amtrust accepted the claim for the internal water damage under their accidental damage cover, rather than the storm damage cover.

The policy defines accidental damage as:

"Sudden and unexpected damage caused by external means. This does not include loss or damage caused by wear and tear or things that happen gradually."

As explained by the investigator, it's not uncommon for insurers to draw a distinction between internal and external damage in claims like this, or to accept internal damage as accidental damage, even when not accepting the external storm damage claim. And based on the policy definition, I can see how Amtrust could reach the decision it made. It's perfectly plausible that sudden and unexpected water damage could occur internally, despite the weather conditions externally not amounting to a storm.

In this case, I agree that Amtrust can fairly decline the storm damage claim for the reasons set out above. And by accepting the internal damage under the accidental damage section, Mr M and Mrs Z will benefit from the policy. So, I don't think it would be reasonable for me to conclude Amtrust has acted unfairly by accepting this part of the claim in isolation.

Service issues

Mr M and Mrs Z have complained that Amtrust's surveyor was instructed to attend their property on a Sunday. They say this was inconvenient for them. Amtrust have acknowledged Mr M and Mrs Z's feelings on this matter and apologised for any inconvenience caused. That said, like the investigator, I'm of the view that it was reasonable for Amtrust to seek to inspect the damage as soon as it possibly could. Particularly given it was aware that Mr M and Mrs Z had already started the process of fully replacing the roof. Had Amtrust delayed the inspection, it may well not have had the opportunity to inspect any of the original installation.

My final decision

For the reasons I've explained above, I don't uphold Mr M and Mrs Z's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs Z to accept or reject my decision before 19 June 2025.

Adam Golding
Ombudsman