

The complaint

Mr R and Mrs R complain Advantage Insurance Company Limited (Advantage) declined the claim they made under their home insurance policy following a storm.

This complaint has been bought by both Mr R and Mrs R, but as Mr R has been leading in the complaint, and for ease, I've referred to him throughout.

What happened

In December 2024 Mr R became aware of damage to his roof and water entering his property following a storm. He reported a claim to Advantage under his home insurance policy and it arranged for a surveyor to visit his property. Following the surveyor visit, Advantage declined Mr R's claim. It said the damage had been caused by a natural breakdown of materials rather than by a storm. Mr R didn't think this was reasonable and so raised a complaint.

On 29 January 2025 Advantage issued Mr R with a final response to his complaint. It said it supported the surveyor's findings, noting the seams had re-opened following previous repairs. It said the roof was in poor condition with water pooling and decking deteriorating. It said the policy specifically excluded damage caused by wear and tear or faulty workmanship. Mr R referred his complaint to this Service.

Our investigator looked into things. He said he thought the policy definition of a storm had been met, and the damage reported was consistent with damage a storm typically causes. However, he thought it was reasonable for Advantage to say the roof wasn't in a good condition at the time of the storm. He said he wasn't persuaded the storm was the main cause of the damage and so it was reasonable for Advantage to decline Mr R's claim.

Mr R didn't agree with our investigator. He said his roofer had said the seams were in a good condition. He also said he hadn't had any repairs carried out on the seams but there has been no further internal damage despite heavy rain events since, which would suggest there is no issue with the seams.

As Mr R didn't agree with our investigator, 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.

I want to acknowledge I've summarised Mr R's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr R and Advantage I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Advantage shouldn't unreasonably reject

a claim. Advantage have said the damage to Mr R's property has been caused by wear and tear rather than because of a storm. It quoted a general exclusion in the policy which states:

"You are not covered for:

- *Loss or damage caused by wear and tear or any other gradual cause including costs that arise from the normal use, maintenance and upkeep of your buildings*

I've therefore considered whether this is reasonable in the circumstances.

When considering whether a claim for storm damage should be successful we consider the following:

- Was there a storm on or around the date the damage is said to have happened?
- Is the damage consistent with damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid. Advantage have accepted there were storm conditions on or around the date the damage has happened. It also hasn't suggested the damage caused is inconsistent with the type of damage a storm typically causes. Therefore, I've considered whether the storm conditions were the main cause of the damage.

The surveyor who visited Mr R's property has taken a number of photographs of Mr R's roof and provided a report. In their report they have said the damage has been caused by a natural breakdown of materials. I note the surveyor's report isn't particularly detailed, but they did visit the property and have expertise in the field and so I think it was reasonable for Advantage to take the surveyor's opinion into consideration when reaching its claim decision.

Advantage have said the seams on Mr R's roof are failing which has allowed water ingress into his property. Mr R has said the water ingress is due to the drip edge which had been torn off from the high winds. The photos of the internal damage to Mr R's property do seem to suggest the water ingress has occurred centrally, rather than to the edge of the flat roof where the drip edge is located. This would support that the ingress was due to seams failing rather than due to the drip edge.

Advantage have said the photographs of Mr R's roof show it is in a poor condition. It specifically notes there is pooling of water and decking which is deteriorating. Based on the photos provided by Advantage and by Mr R, I think it's reasonable for Advantage to reach this conclusion as I think they show Mr R's roof to be in a poor condition. I think this supports the surveyor's opinion that the damage was caused by a failure of materials rather than by storm conditions.

Mr R has provided evidence from his roofer who has said they believe the damage to Mr R's roof has been caused by storm. However, I note they don't comment on the condition of Mr R's roof prior to the repairs being carried out or on the cause of the water ingress into Mr R's property. And so, I don't find this evidence to be more persuasive than the evidence provided by Advantage and the surveyor.

Mr R has said he hasn't had any repairs carried out on the seams and hasn't experienced any further internal damage despite there being further heavy storm events. I don't find the lack of further damage to be conclusive evidence the damage to Mr R's property couldn't

have been caused by failure of the seams, and not more persuasive than the other available evidence.

Overall, I find the evidence provided by Advantage to be most persuasive in the circumstances. The surveyor, who is the relevant expert in the field, has said the damage was caused by the natural failure of materials, and I think Advantage have reached a reasonable conclusion based on the evidence available to it. On balance, I think the evidence suggests the damage to Mr R's property wasn't caused by storm conditions but rather highlighted an existing wear and tear issue. As Mr R's policy specifically excludes damage caused by wear and tear, I think it was reasonable for Advantage to decline Mr R's claim.

I naturally empathise with Mr R given the damage to his property and know he will be disappointed with this outcome. However, for the reasons I've explained I don't require Advantage to do anything further.

My final decision

For the reasons I've outlined above I don't uphold Mr R and Mrs R's complaint about Advantage Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R and Mrs R to accept or reject my decision before 9 July 2025.

Andrew Clarke
Ombudsman