

The complaint

Mr P and Miss S complain about Advantage Insurance Company Limited's decision to turn down a claim made under their buildings insurance policy.

Advantage has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of Advantage's agents as being its own.

What happened

Mr P and Miss S had a buildings insurance policy with Advantage. In February 2025, they made a claim for storm damage, during a storm in January 2025.

In March 2025, Advantage declined the claim. It said there wasn't sufficient evidence of storm damage and the recent storm only highlighted pre-existing issues with the roof. Later, in April 2025, Advantage said the weather in January didn't amount to a storm.

Mr P and Miss S complained. They said Advantage had acknowledged there was a storm.

Advantage issued a complaint response in May 2025. It said the weather conditions didn't amount to storm. And it said the damage was caused by gradually operating causes and wear and tear to the roof. It accepted there were delays in its investigation, and it gave Mr P and Miss S misinformation about storm conditions, so it paid them £150 compensation.

Mr P and Miss S referred their complaint to the Financial Ombudsman Service. They said they were initially told there were storm conditions. They said Advantage's delays may have led to further damage and the £150 compensation was not enough.

The Investigator didn't uphold the complaint. They agreed with Advantage that storm was not the main cause of damage and it merely highlighted existing problems. They didn't think there was evidence to show delays led to further damage. So they said Advantage acted fairly in declining the claim, and the £150 compensation it paid was fair.

Mr P and Miss S didn't agree. They said Advantage led them to pursue the claim and delay their own repairs. They said their roofers confirmed there were slipped tiles as a result of storm, causing damage to the felt and battens. They wanted Advantage to cover the cost of damage caused by storm and to reassess the compensation.

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 should first set out that I acknowledge I've summarised Mr P and Miss S's complaint in a lot less detail than they've presented it. Mr P and Miss S have raised a number of reasons about why they're unhappy with Advantage. I've not commented on each and every point they've raised but, instead I've focused on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, it simply reflects the informal nature of this service. I assure Mr P and Miss S, however, that I have read and considered everything

they've provided.

When we consider complaints about storm damage claims, we take into account the following three questions:

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?

If the answer to any of these questions is 'no', then we'd say it's reasonable for an insurer to turn down a claim for storm damage.

The policy defines storm as "...wind speeds with gusts of at least 48 knots (55 mph...)"

Weather records say that on the relevant date there were wind speeds of up to 51mph. Whilst I appreciate this is less than the 55mph stated in the policy terms, I think this sort of weather can reasonably be considered a storm. I'm therefore satisfied the weather conditions were such that there was a storm. I've gone on to consider point two.

Mr P and Miss S said heavy winds moved the roof tiles out of place, leading to water ingress and damage, primarily to the felt below. They said around 30-40 tiles had been moved out of place during the storm. This type of damage is consistent with storm damage, in the right conditions and with strong enough wind speeds. But it could also be a sign of pre-existing issues, which a storm then highlights.

I don't consider windspeeds of around 51mph to be strong enough to move roof tiles to the extent Mr P and Miss S have claimed, unless there was a pre-existing issue or weakness. I've also not seen sufficient evidence of the damage, to the extent Mr P and Miss S claimed occurred to the roof tiles. But because it's possible for a storm of this nature to cause some damage, leading to water ingress, I've gone on to consider point three.

To find that Advantage unfairly declined Mr P and Miss S's storm damage claim, I'd need to be satisfied the storm in January 2025 was the main or dominant cause of the damage. But I'm not persuaded it was. I'll explain why.

Advantage's Surveyors reviewed evidence of the damage, including the condition of the roof, and concluded the recent storm had only highlighted pre-existing issues. I've reviewed the evidence we've been given and I'm not satisfied there's evidence to show damage caused mainly by storm. So I consider the conclusions reached by Advantage's Surveyors to be persuasive in the circumstances.

I've also reviewed Mr P and Miss S's homebuyer's report of December 2024, shortly before the damage occurred in January 2025. The report by an independent Surveyor notes "*several defects...that require attention*". It goes on to highlight "*elements that require urgent attention*" and "*defects that are serious and/or need to be repaired...urgently*". And it includes the chimney stack and roof structure in the list of these defects. The report also notes "*dampness observed internally*" and that action is needed to "*prevent further water ingress*". It also says the roof covering is "*uneven in places*" and action is needed to "*prevent rainwater penetration and rot to the roofing timbers*". I've not seen sufficient evidence to show all the issues identified were rectified in full before the storm in January 2025.

Overall, having reviewed the contents of the report, I think it's more likely than not there were pre-existing issues with the roof, leading to water ingress. And I'm satisfied the related damage occurred gradually.

Mr P and Miss S mentioned the opinions of two roofers, who said the storm caused tiles to move, leading to water ingress and damage to the felt below. I've not seen evidence of any report from the roofers into the cause of damage. I've seen evidence of a quote in June 2025 for a new roof – this doesn't explain what damage was caused mainly by storm. So overall, I don't find the roofers' opinions to be persuasive in the circumstances.

Overall, for the reasons outlined above, I'm more persuaded by the conclusions reached by Advantage's Surveyors. So I don't think Advantage acted unfairly in declining the claim.

Mr P and Miss S said they were misinformed by Advantage when they first made their claim. I've listened to this call, and I agree the agent told them the criteria for storm under the policy, was met. Advantage later told them the criteria wasn't met. So, I agree Advantage caused Mr P and Miss S confusion and avoidable distress and inconvenience.

But, for the reasons outlined above, even if Advantage had consistently accepted there was a storm, it was still fair for it to decline the claim on the basis storm conditions were not the main cause of the damage. And having listened to the call, I'm not satisfied that Advantage's agent told Mr P and Miss S the claim would be paid.

Advantage accepts there were delays in deciding the claim. Mr P and Miss S said the delays may have caused more damage, but I've not seen evidence to support this. Mr P and Miss S said action was taken by the home emergency provider and their roofer, to address further water ingress. So I'm not satisfied, on balance, that the delays caused further damage.

I do agree that Advantage's actions in giving Mr P and Miss S misinformation, and its delays, would've caused Mr P and Miss S some avoidable distress, inconvenience and confusion. But I think the £150 compensation Advantage has already paid is fair in the circumstances, so I won't direct it to pay more.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P and Miss S to accept or reject my decision before 12 February 2026.

Monjur Alam
Ombudsman