

The complaint

Mr and Mrs F have complained about their let property insurer AmTrust Specialty Limited because it declined their claim for storm damage. They also report poor service, with a related, promised compensation payment not made.

Mr F has been the main contact on the claim and complaint. For ease of reading I'll refer only to him in the body of my decision.

What happened

In September 2024 Mr F sent a claim form to Amtrust. The form said there was storm damage in March and April 2024: "Due to the heavy storms and heavy rain damage incurred during the months of April and March 2024". Amtrust asked for more details and Mr F provided some photos showing render and cement on the chimney being repaired, as well as a photo of a broken ridge tile. He sent Amtrust an invoice for roof works, including repairing cement and replacing wet timbers, totalling £8,500.

Amtrust declined the claim. It said it wasn't possible to show one storm had occurred to cause damage. It said from the detail provided it looked more like the roof had been damaged gradually over a period of time. Mr F said Amtrust was wrong to suggest only one storm had occurred to cause the damage. He said starting in late 2023 the area the property is situated in had suffered a series of continuous storms lasting until May 2024, with him first calling Amtrust in December 2023, and damage worsening at the property during the first four months of 2024.

In November 2024 Amtrust issued a final response regarding a complaint Mr F had made to it regarding poor service. It acknowledged there had been some delay by it after the claim form was received. It said it would pay £150 compensation and emailed Mr F on 20 December 2024 saying this had been paid. Mr F remained unhappy about the claim decline and complained to the Financial Ombudsman Service.

Our Investigator asked Amtrust about Mr F calling it in December 2023. It said its first contact from him had been in late August 2024. Considering some phone record evidence Mr F provided, it noted he had called a head office number, out of hours, in December 2023.

Considering Amtrust's decline of the claim. Our Investigator thought it had acted fairly. He noted Mr F hadn't been able to identify damage being caused by a one-off storm event and explained that general Met Office data about named storms wouldn't usually be sufficient to determine a single storm had occurred in the locale of the property to cause damage. He was also mindful that the repairs done to the roof, such as to cement, suggested damage had been caused over time. Regarding poor service, he was satisfied the £150 compensation was fair and reasonable. So he wasn't minded to make it pay anything more.

Mr F was unhappy. He said the Met Office data was reliable and showed the county in which the property is located, indeed the UK as a whole, had been devastated by weather in the

period in which damage occurred. He said he had spoken to Amtrust several times, starting in December 2023, with the damage at that stage not being too serious. He had been told to wait to claim until the forecasted period of storm weather had passed. But the damage got worse in January and February 2024. Mr F said he had not received the promised £150.

Amtrust was asked to show the £150 had been paid. It did not reply.

As Mr F remained unhappy about Amtrust's decline of the claim. The complaint was referred for an Ombudsman's decision.

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.

The policy with Amtrust offers cover for storm damage. Around the time the property suffered damage there were several named storms affecting the general area in which it is located. So I can see why Mr F thinks Amtrust should accept the claim.

However, the insurance is not designed to offer cover for repairs sustained over a prolonged period. It is meant to offer protection from loss for one-off insured events. So if a storm occurs, in the exact vicinity of the property (usually shown by reference to weather data gathered for post code areas from local weather stations), and if that storm causes damage to the property, then the policy would respond. But it usually isn't sufficient to show evidence that 'storms' in general occurred in a particular area of the country, or even that, after/during those storms, damage was found.

That is because when a storm is said to occur in a particular large area – such as a region of the country, or a county – the weather produced by that storm is not the same across the whole area. The effects of a storm can vary greatly depending on a number of factors. And just because damage occurs during the period of a storm does not mean the storm caused that damage, it may have merely highlighted an existing issue with the property.

It can be tricky for a homeowner to know what to do and when to act when weather is continually poor. But no insurer that I'm aware of would offer cover for known damage which has deteriorated over the course of months and several successive storms. That's because most policies will exclude cover for damage which occurs over time. But also because the damage eventually claimed for has not been caused by a one-off storm.

Here I note that when Mr F made his claim to Amtrust he said damage had been caused during storms in March and April 2024. He later told our Investigator that damage had started occurring in December 2023 – but it wasn't serious at that time. He then said the damage got worse in January and February 2024. None of which was mentioned to Amtrust when the claim was made. I don't doubt that Mr F recalls someone telling him to wait to claim, until the forecasted storms had subsided, but I can't reasonably say that was most likely an agent of Amtrust. I say that because that is so at odds with how insurance operates. Mr F knew damage was occurring but did nothing to either progress a claim against the policy for the damage which had already occurred, or to stop further damage occurring such that the roof deteriorated, I can't reasonably blame Amtrust for that.

It is possible that the postcode in which the property is situated was subject to storm conditions at some point during December 2023 to May 2024. But I bear in mind Amtrust didn't have the chance to check weather data for December 2023 to February 2024 because Mr F told it the damage occurred in March and April 2024.

I haven't seen any weather data for the post code for March and April 2024. I'm not sure if Amtrust checked that. But, whether it did or not, Mr F did not tell it that a storm had caused damage, he said the property had been damaged over the course of a two-month period by "storms", so more than one. And heavy rain. Of note heavy rain by itself would not necessarily amount to a 'storm' which usually comprises wind as well.

In any event, Amtrust also considered the damage Mr F had claimed for. Whilst tiles might be damaged in storms, cement render isn't typically damaged by a storm. And I can see that Amtrust wasn't persuaded that the roof repairs completed were necessary to resolve likely storm damage. So I've also considered whether, looking at the specific work detailed in the invoices and depicted in the photos, its most likely a storm was the dominant cause of the damage claimed for.

The invoice for works, as I've said, showed cement repairs to the chimney breast, but also to the cement on the top of the stack. There was replacement of timbers too – some because they were water damaged and some to comply with regulations. The cement, including that on the top of a chimney known as flaunching, is something that deteriorates over time due to its exposure to weather in general and needs to be repaired and replaced periodically. Similarly roof timbers might get wet in one storm – but water 'damage' would occur over time. And where work is done to comply with regulations that doesn't show the item being replaced was damaged by a storm.

I appreciate the invoice references replacing "tiles" where necessary, including ridge tiles. There is only one photo showing a damaged ridge tile and it seems to be collapsing into the ridge line. It doesn't look like it's been dislodged by wind. And there's no detail or photos which show other broken or missing tiles on the roof.

Amtrust, having considered what Mr F had told it, and having looked at his invoice and photos of the repairs being undertaken, was of the view that the dominant cause of the damage claimed for was not a one-off storm. I'm satisfied that its decision in that respect was fair and reasonable. It follows that I'm satisfied that its claim decline was too.

In terms of service I can see Amtrust accepts there was a short delay by it. I haven't seen anything else I'd think amounts to poor service. For a short delay of a few weeks, this Service would often find an award of £150 compensation is fair and reasonable. Amtrust has offered that sum and I'm satisfied that is fair. But Amtrust hasn't shown it has paid this sum. I've seen an email sent to Mr F saying it will be paid – but Amtrust had asked for Mr F's bank details in order to make payment, and I've not seen he ever passed those on. And Mr F says he hasn't received the sum. So I will include a direction below that Amtrust pays this now. But if it has been paid already it won't have to pay it again.

My final decision

For the reasons set out above I'm satisfied that the decline of the claim and offer of compensation were fair and reasonable. If AmTrust Specialty Limited has not paid the £150 compensation sum, I require it to now do so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F and Mrs F to accept or reject my decision before 28 November 2025.

Fiona Robinson
Ombudsman