

## **The complaint**

Mr M has complained that Advantage Insurance Company Limited (Advantage) unfairly declined a claim under his home insurance policy.

Mr M has a representative for his complaint. But, for ease, I will normally only refer to him.

## **What happened**

Mr M contacted Advantage to make a claim for storm damage to his roof. Advantage assessed the claim and asked for further information from Mr M, which he was unable to provide.

Advantage declined the claim. It said a claim for the same damage had previously been declined because the weather at the time didn't meet the storm criteria in the policy. Online images also showed there was a tarpaulin on the roof more than a year before the new storm claim. When Mr M was asked about this, he initially denied this. However, it was then suggested that the tarpaulin might have been there because of other work being carried out. Advantage also said that when it asked about the previous storm claim, Mr M confirmed it was a separate issue and had been repaired. However, it said it hadn't received any invoices or documents to show this was the case. It said the claim had been declined because it was unable to confirm the damage had happened when reported or that it was caused by a storm event. There was also no evidence to support that previous repairs had been carried out. The tarpaulin had also been placed on the roof before the policy had been taken out.

When Mr M complained, Advantage maintained its decision to decline the claim. So, Mr M complained to this Service. Our Investigator didn't uphold the complaint. He said it was reasonable for Advantage to decide there were pre-existing issues with the roof and to decline the claim. The evidence showed there was already a tarpaulin on the roof before the storm. Mr M also hadn't provided Advantage with evidence to show previous damage had been repaired.

Mr M provided further information to our Investigator that he said showed the damage wasn't gradual or pre-existing. He said it showed that debris had hit the roof during the storm and caused the damage. Our Investigator provided this evidence to Advantage so it could consider it. Advantage said this didn't change its view about the claim decline. It said the photos showed signs of gradual and pre-existing damage to the roof, including signs of previous repairs. It said the photos didn't provide evidence to show the damage was the result of an insured peril. Our Investigator reviewed this and confirmed to both parties that he remained of the view that it was fair for Advantage to decline the claim.

As Mr M didn't agree, the complaint was referred to me.

## **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.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we 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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I've looked at weather conditions around the time Mr M said the damage happened. These showed windspeeds of up to 65mph. I'm also aware there was a named storm around that time. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've looked at the third question, which is about whether the storm was the main cause of the damage. Advantage has said it thinks the damage was gradual and pre-existing, even if it was highlighted by the storm. So, I've thought about whether that was fair.

Advantage looked at online images of Mr M's home. These showed that a tarpaulin was on the roof in 2023, more than a year before Mr M made the most recent claim for storm damage. When Advantage discussed this with Mr M, he initially said there hadn't been a tarpaulin on the roof before the most recent claim. However, he then said it was there because of unrelated work to a chimney and the main roof and flat roof had tarpaulin on them while this took place. Mr M was asked to provide evidence of the work to the chimney. He said he couldn't provide this because a neighbour arranged and paid for the work.

I've looked at an aerial photo of the property from 2023. This appeared to show the chimney still in place, no apparent signs of work taking place and the tarpaulin on the flat roof, but not on the main roof next to the chimney. Online images from April 2025 showed a chimney had been removed from the property. I think it was reasonable that Advantage asked for evidence to support Mr M's explanation of why the tarpaulin was on the roof in 2023. I also think it was reasonable that it considered this might indicate there was a pre-existing issue with the flat roof and that its concerns remained, given Mr M couldn't provide evidence of when the chimney work took place.

I've also looked at what other information Advantage looked at in relation to the claim. It discussed a previous claim with Mr M that had been made about six months before the claim that is the subject of this complaint. I'm aware Mr M has said it was declined because Advantage said it didn't cover flat roofs. However, it's my understanding that it was declined because there weren't storm conditions around the time Mr M said the damage happened. But, regardless of the reason, Advantage didn't accept the claim. When it asked Mr M for evidence the repairs related to the first claim had been carried out, Mr M didn't provide this.

I'm aware Mr M's representative told Advantage that the damage from the first claim wasn't to the flat roof, but was to the utility room wall. She said her brother used foam insulation to fix the issue and wouldn't be able to provide a report. It's my understanding that Advantage reviewed the first claim again and still noted it had been in relation to the flat roof.

Mr M has also provided this Service with photos of the roof and of foam insulation that has been applied to a wall. Looking at the photos and the way they are labelled, the photos appear to have been taken in September and October 2025. This would suggest the photos have been taken recently. Advantage needed evidence of whether the repairs had taken place between the first claim being declined and the second claim being raised. So, I don't think these photos show that was when the work had taken place. However, even if I'm wrong about the date of the photos, Advantage's records said it wasn't provided with the

requested evidence. So, Advantage wasn't persuaded there was evidence to show the work had been carried out. I think that was reasonable.

But, even if I assume the previous claim only related to the wall and that the work was carried out in full and to a satisfactory standard, I'm still not persuaded it was unfair for Advantage to decline the more recent claim for the flat roof. Mr M provided this Service with photos of the flat roof to show its condition. He said these showed it had been hit by debris that had been moved about by the storm, although he didn't know what the debris was. He said this was the cause of the damage. When Advantage looked at the photos at the request of this Service, it said these showed evidence of gradual wear and tear and previous repairs to the roof. Looking at the photos, I think Advantage's assessment was reasonable. I think the photos indicated there were a range of pre-existing issues with the roof, rather than that the damage was the result of the roof being hit by a one-off, unidentified, piece of debris.

Looking at the policy, it had a general exclusion for wear and tear and gradual damage. So, I think it was fair that Advantage declined the claim as there was no cover under the policy.

As a result, I don't uphold this complaint or require Advantage to do anything else in relation to it.

### **My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 1 January 2026.

Louise O'Sullivan  
**Ombudsman**