

The complaint

Mr G complained that Advantage Insurance Company Limited (“Advantage”) unfairly declined his claim for storm damage under his home buildings insurance policy.

What happened

On 31 July 2025 Mr G said there was a sudden ingress of rainwater into his home. He explained that this affected his “*main electrical box*”. He said he contacted Advantage and was told an emergency response could take up to 48 hours. Because of the danger posed Mr G said he instructed urgent repairs.

Mr G said an appointed to inspect the damage was cancelled by Advantage. When it did review the claim it was after the repairs were completed. Mr G said the business unfairly declined his claim telling him the damage was caused by wear and tear. He didn’t accept this outcome and complained.

In its final complaint response Advantage said the delay in inspecting the damage didn’t impact on its decline decision. Based on the images and evidence of repair work it said the cause of the damage was pre-existing and not the result of a storm.

Mr G didn’t think Advantage had treated him fairly and he referred the matter to our service. Our investigator didn’t uphold his complaint. She agreed with Advantage’s position that the water ingress was due to deterioration in the roof that had occurred gradually.

Mr G didn’t accept our investigator’s findings. As an agreement wasn’t 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 I’m not upholding Mr G’s complaint. Let me explain.

Mr G described water entering through his roof during heavy rainfall. His policy covers him for storm damage. Based on the description provided it was reasonable That Advantage considered the claim under a storm cause.

There are three questions we take into consideration when determining whether a storm caused the damage in question. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any answer to the above questions is no then an insurer can generally, reasonably decline

the claim.

I've looked at the weather records Advantage provided from around the time of Mr G's loss. This was taken from a weather station just over three miles from his house. The maximum hourly rainfall recorded on 31 July 2025 was 2.6mm per hour. In the days prior to this it was less. Wind speeds on this date and for the previous week were well under 30mph.

In its submissions Advantage referred to a rainfall rate between 16 and 32mm per hour. But this isn't reflected in the daily records it provided. The weather data our service has access to showed maximum rainfall on 31 July 2025 at 3.8mm per hour. The data our investigator obtained showed the maximum on this date was 4.6mm of rain per hour.

Advantage's policy terms give the following definition for a storm:

"A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph, equivalent to storm force 10 on the internationally recognised Beaufort Scale), or torrential rainfall at a rate of at least 25mm per hour, snow to a depth of at least one foot (30cm) in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass."

Based on the weather data no storm conditions were experienced on or around the date Mr G's loss occurred. This means the answer to question one is no, and Advantage can reasonably decline the claim.

For completeness I've gone on to consider the remaining questions.

Rainwater ingress is fairly typical of damage a storm can cause. So, the answer to question two is yes.

The final point I need to consider is whether a storm was the underlying cause of the damage. I've read the surveyor's comments Advantage provided. This assessment was based on the photos taken by Mr G's roofer and on the areas of the roof that had required repair.

The surveyor said there was no evidence of damage due to heavy rainfall. He said there were no sign of areas where water could overwhelm the roof and cause water ingress. Wear and tear was said to be shown by cracked mortar to the coping stones in the area above Mr G's bathroom. The surveyor commented on indications of previous "poor" repair attempts. He also referred to degraded mortar and stonework to the roof section above the hallway. The surveyor said this was not caused by a storm event.

Advantage's surveyor said the internal damage was consistent with water ingress over an extended period. He explained that this was shown in the pattern of internal damage to the ceiling. The surveyor pointed to online images of Mr G's home that showed a concrete fillet, which he said has since been replaced with lead flashing by his roofer. He said the concrete was subject to maintenance. He suspected this had failed, which is why the repairs included lead flashing in this area.

I've looked carefully at the photos the surveyor referred to. There is evidence of cracked mortar and previous repairs in the area identified. I think the surveyor makes a fair point about the replacement flashing and that this indicates deterioration in the roof materials prior to Mr G's loss.

Having considered this information I'm more persuaded by Advantage's position that the rain water ingress was the result of gradual deterioration due to wear and tear of the roof. I acknowledge Mr G's argument that there were no signs of water ingress previously. Also

that the delay in Advantage arranging an inspection meant the repairs were completed – and therefore prejudiced his claim. But rainfall by itself rarely causes damage to a roof. The rainfall experienced around the time of Mr G's loss wasn't of a magnitude that could cause damage to a well maintained roof. I don't dispute that there was a period of relatively heavy rain prior to Mr G's loss. But the heavy rain has merely highlighted the pre-existing deterioration of the roof. This was the underlying reason for the rainwater ingress, not a storm.

I've thought about whether there is cover provided by Mr G's policy under a different cause but I can't see that there is.

In summary I don't think it has been shown that storm conditions occurred or that a storm was the underlying cause of the damage Mr G reported. This means I don't think Advantage treated Mr G unfairly when it declined his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G and Mrs G to accept or reject my decision before 15 May 2026.

Mike Waldron
Ombudsman