

The complaint

Mr W and Mrs W complain with the settlement Advantage Insurance Company Limited (Advantage) paid to settle the claim they made under their home insurance policy.

This complaint has been brought by both Mr W and Mrs W, but as Mrs W has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In 2022 Mrs W's neighbour was having a loft conversion carried out and so scaffolding had been erected. Mrs W has said following a storm, the scaffolding ended up causing damage to her roof and her chimney. Her neighbour took responsibility for the damage and carried out some repairs.

In 2024 Mrs W reported a claim to Advantage as she was looking to claim for the impact damage to her property and water ingress she was now experiencing. Advantage considered Mrs W's claim and offered a cash settlement of around £4,000 minus the policy excess for the damage to her property. Mrs W contested this as she didn't think it was sufficient to carry out the repairs.

Advantage reviewed this but then declined the claim. It said from the evidence available it was unable to validate the damage occurring from a single incident that would be covered under the policy and the damage was more likely as a result of gradual causes. It later agreed to honour the cash settlement offer it had made previously. Mrs W raised a complaint with Advantage.

On 15 January 2025 Advantage issued Mrs W with a final response to her complaint. It acknowledged it had provided poor service during Mrs W's claim, and it should have declined it originally. But it would pay the settlement figure it had previously offered as a gesture of goodwill. It issued a further final response on 24 January 2025, reiterating what it had said previously and confirming it would pay a further £200 compensation. Mrs W referred her complaint to this Service.

Our Investigator looked into things but didn't uphold Mrs W's complaint. Mrs W didn't agree. She provided a detailed response but in summary she said:

- Her roof, walls and flashing were not in a poor state of repair as evidenced by qualified surveyors from prior to her neighbours starting building work.
- All damaged caused is from the recorded storm and repairs made to some of the damage caused. And evidence has been provided which shows her neighbour has caused more damage in the repairs they have attempted to carry out.
- There was no previous water ingress prior to the storm.

- She didn't believe she would need to make a claim at that time as she was led to believe her neighbour would be carrying out the repairs to a satisfactory standard. It only became clear at a later date this didn't happen.

As an agreement couldn't be 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.

I want to acknowledge I've summarised Mrs W's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focused 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 Mrs W and Advantage I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Advantage should handle claims promptly and fairly and shouldn't unreasonably reject a claim.

Based on the evidence provided I don't think it was unreasonable for Advantage to decline Mrs W's claim and I'll explain why.

It doesn't appear to be disputed that storm conditions as defined in the policy terms, were present in February 2022. And the photographs and email evidence Mrs W has provided do support her testimony that this subsequently caused damage to her roof which her neighbour took responsibility for.

However, in order to make a successful claim, Mrs W would need to demonstrate that the damage she is now claiming for was caused by the storm conditions. As Mrs W didn't initially claim through her policy and repairs were carried out, I don't think there's persuasive evidence to show the damage now being claimed for was caused by the storm conditions rather than the events which took place afterwards.

In relation to the damage to Mrs W's roof tiles, it's accepted her neighbour arranged for repairs to be carried out. And the surveyor arranged by Advantage has said the tiles had been replaced accordingly to a satisfactory condition. If Mrs W believes the tiles haven't been repaired or replaced appropriately and this has caused damage, then this wouldn't be caused by the storm. Any damage would be caused by poor workmanship which is specifically excluded by the terms of the policy.

In relation to Mrs W's chimney she said was damaged, the surveyor has said the render on the chimney is weathered and in a generally poor condition and in their opinion not caused by the builder/scaffold. Based on the photographs provided by Advantage and Mrs W, I don't think this is an unreasonable conclusion for the surveyor to reach and I think it is supported by the available evidence. Overall, I don't think it has been shown the damage to Mrs W's chimney has been caused by a one-off storm event from February 2022.

Turning to the water ingress, the surveyor has said the expanding foam protruding from the neighbour's side indicates the water ingress has been caused by works carried out at the neighbour's property. If this is the case then the damage to Mrs W's property hasn't been caused by the storm, but rather by the repairs carried out in order to rectify the storm damage.

I acknowledge Mrs W has raised concerns about the surveyor's opinion, but given they are

an expert in the field I don't think it's unreasonable for Advantage to rely on what they have said when considering the claim. And I've not seen evidence from a similarly qualified professional disputing the findings reached by Advantage's surveyor.

Even if I were to conclude the surveyor's opinion regarding the water ingress was unreliable, I still don't think the evidence provided shows the ingress is due to storm conditions. Mrs W appears to suggest the water ingress in her bathroom is from where a roof tile was replaced by her neighbour, and the further ingress is due to the damage to the chimney. But as I've already said, if water is entering the property due to the poor repairs to the tiles, this would be due to poor workmanship. And I don't think it's been shown damage to the chimney has been caused by the storm conditions.

Based on the evidence provided, I don't think it has been shown the damage to Mrs W's property she has claimed for has been caused by the storm from February 2022. So, I don't think Advantage has unreasonably declined her claim.

Advantage has acknowledged it made errors during its handling of the claim. It's not disputed the claim wasn't handled promptly and it incorrectly accepted the claim in the first instance. This would have caused Mrs W unnecessary distress and inconvenience.

Advantage has agreed to honour the settlement it originally offered Mrs W and paid £200 compensation. As I think Advantage were reasonable to decline her claim, I think agreeing to pay the original settlement of around £4,000 alongside the £200 compensation is more than reasonable in the circumstances and so I won't be requiring it to pay anything further.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 8 May 2026.

Andrew Clarke
Ombudsman