

The complaint

Mrs M complains about Admiral Insurance Company Limited's (Admiral) handling of a claim she made under her buildings insurance policy.

What happened

Mrs M says in November 2021, the building her flat is in was damaged by storm conditions. She says there was a discussion between the residents in the building to decide what steps need to be taken for the roof to be repaired. Mrs M says before a roofer could attend, further heavy rainfall at the end of November resulted in a water ingress through the roof, and through the flat above her, into her kitchen. Mrs M reported the claim to Admiral.

Mrs M says the loss adjuster instructed by Admiral visited her property and accepted the claim. However, Admiral later told Mrs M they didn't consider the weather conditions were such that they constituted a storm. The claim was declined.

Unhappy with this, Mrs M complained. She said there was clear evidence from both weather warnings and news reports that storm conditions had been experienced. And she said it was unacceptable for her to have been misled by Admiral's loss adjuster. In response to the complaint, Admiral said the wind speeds and rainfall at the time of damage were below the levels defined in the policy terms. And they said it was usual practice for a property to be inspected when deciding whether to accept a claim.

Mrs M referred her complaint to this service, where it was considered by one of our investigators. She said while the policy terms defined what Admiral considered a storm, when looking at the weather reports for the area where Mrs M lived and the damage occurred, she thought storm conditions had occurred. She recommended the claim be settled in line with the remaining policy terms, and £75 compensation be paid for the upset and worry experienced. Admiral didn't agree.

In July 2022, I issued a provisional decision. My findings are below:

"When considering whether an insurer has acted fairly in declining a claim for storm damage, our usual approach is to consider three questions. I've considered these and set my thoughts out below.

The first issue for me to decide is whether I consider storm conditions occurred on or around the date the damage is said to have happened. Admiral says storm conditions didn't occur, and on the loss adjusters report the date of damage is noted as 1 December 2021.

Whereas Mrs M says the damage to the roof occurred between 25 and 29 November, and the water ingress on 30 November.

At this point, it's helpful to clarify how the policy defined storm damage, and I've set this out below:

"Storm

Wind with gusts of at least 48 knots (55mph), heavy rainfall at a rate of at least 25mm per hour..."

Admiral declined Mrs M's claim because the wind speeds didn't reach 55mph. And while I can see that the windspeeds didn't reach 55mph, I'm satisfied storm conditions occurred on or around when the damage to Mrs M's home occurred. I say this because the weather reports I've seen for 26 and 27 November, showed there were winds categorised as both gale force gusts and severe gale force gusts. It is documented there was a red weather warning in place for an area covering where Mrs M lived at the time damage occurred. So, while I appreciate while the wind speed didn't reach 55mph, I'm satisfied, on balance, that storm conditions were present on or around the time the damage occurred to Mrs M's property.

I'll turn now to the second and third questions, these being whether the damage claimed for consistent with damage a storm typically causes and if the storm conditions were the main cause of the damage.

Admiral's focus in declining Mrs M's claim has been on the wind speed. And it follows the report from the loss adjuster is fairly silent on whether the damage to the flat roof was consistent with the damage a storm typically causes, and if the storm conditions were the main cause of the water ingress. It doesn't seem to me that Admiral has considered these questions. And given that I consider there is sufficient evidence to show storm conditions occurred at the time of the damage, it should have considered these.

I understand the flat roof was repaired shortly after the damage, so Admiral may not be able to determine for certain if the damage to the roof and subsequent water ingress were consistent with the damage a storm typically causes. That being said, Mrs M says water may have travelled through the roof, through another flat and into hers. As this issue wasn't considered by Admiral, I haven't seen any evidence to show for certain the storm conditions were the main cause of the water ingress. It is possible the water ingress could have been caused by something else. However, neither side have offered any evidence to show whether the water ingress was or wasn't caused by the storm.

Our investigator said the claim should be settled in line with the remaining policy terms. However, given I consider there are still some unanswered questions about how the water ingress occurred, I'm intending to require Admiral to consider the claim under the remaining policy terms, rather than settle it as our investigator recommended.

However, I also consider Admiral caused Mrs M some distress and inconvenience with its handling of her claim. It doesn't appear to have placed any weight on the evidence she provided about the impact of the weather conditions that occurred at the time and its clear she found this upsetting. I'm requiring it to pay her £75 in respect of this."

Admiral didn't respond to the provisional decision. Mrs M did and provided more evidence to support her claim. This included a copy of the invoice from the roofer who carried out the repairs, a video of the conditions when the damage was identified and some messages and news reports from the time. She also provided images showing the damage to her flat.

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 considered the additional information provided, I've reached the same conclusion as outlined in my provisional decision.

I've reviewed the additional information Mrs M has provided. Some of the information recently provided was included in her original submissions.

For the reasons I set out in my provisional decision, I'm satisfied storm conditions occurred at the time Mrs M's property was damaged. I remain of the view Admiral wrongly declined the claim on the basis of wind speeds alone.

I've reconsidered the information on the file and the additional information provided by Mrs M. This again shows there was damage to the property, and I can see the roofer says the damage was caused by the storm conditions. However, what I still haven't seen is any conclusive proof that the water ingress which caused the damage to Mrs M's property was caused by the storm. And without this, I don't consider a fair decision is for me to direct Admiral to settle Mrs M's claim.

It's for this reason that I remain of the view the fairest outcome would be for Admiral to consider Mrs M's claim subject to the remaining policy terms. And it should also pay Mrs M £75 for the distress and inconvenience she experienced as a result of her claim wrongly being declined.

My final decision

I uphold this complaint. To put things right Admiral Insurance Company Limited should consider Mrs M's claim subject to the remaining policy terms and pay her £75 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 8 September 2022.

Emma Hawkins
Ombudsman