

The complaint

Mrs B has complained about her property insurer, Admiral Insurance (Gibraltar) Limited because it declined her claim made for storm damage to her property.

What happened

Mrs B's home was damaged in February 2022. Admiral initially felt there wasn't a storm, and its home emergency team felt Mrs B's roof (the finishing surface of which had lifted from a leading edge) was suffering from wear and tear and/or poor workmanship. So Admiral said it wouldn't cover the external or internal damage. Upon review it felt there might have been a storm and it had a company assess the roof. Admiral's assessor felt it had been fitted poorly under ridge tiles and that the mortar securing the tiles had failed. The assessor also felt the water ingress inside had been on-going. So the claim was declined again. Mrs B complained to this service.

Our Investigator felt there had most likely been storm conditions at the time of the loss. And she felt the damage had likely been caused by the storm. She wasn't persuaded that Admiral had done enough to show it could fairly and reasonably rely on exclusions regarding poor work, wear and tear and, regarding the internal damage, gradual cause, to decline the claim. So she said Admiral should settle the claim and that it would likely need to pay £250 compensation as well.

Admiral provided some further consideration from its technical team. It argued that there hadn't been a storm and maintained that the roof had been fitted poorly. So it didn't think it was fair to make it settle the claim.

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'm satisfied that it's fair and reasonable to say there was a storm occurring at the time of the damage. Admiral's policy says it views winds of 55mph to be a storm. This service usually takes a less prescriptive view about what fairly constitutes a storm. And I note that even Admiral found winds of 54mph occurred on the day in question. But our investigator found stronger winds, between 57mph and 64mph, were present in the area of Ms B's home, on three occasions, shortly before the damage was noticed. The weather station which recorded that data was slightly further away from Ms B's property than that referred to by Admiral. But, taking this alongside Admiral's data, which shows windspeeds very close to its definition of storm, I think it's fair to say that Mrs B property was most likely subject to storm conditions at the time the damage occurred.

Roofs can be damaged by storms. And I'm also satisfied, given the evidence available, that this damage was most likely caused by a storm. Admiral has contested that and argued that, externally, the roof was affected by poor work and/or wear and tear. But these are

exclusions on the policy and so it is up to Admiral to bring evidence in support of its reliance on those exclusions.

Admiral's home emergency assessor admitted he could not properly determine what had caused the problem with the roof because he had a very limited view of it from the ground. So his view, that this may have been caused by poor work and/or wear and tear, is not persuasive.

The assessment company Admiral sent out didn't assess the area of the roof where the rubber finishing material had lifted (the leading edge). They commented on other areas of the roof which seem unrelated to the loss in question. Admiral later had someone on its technical team view some photos of the roof taken by a contractor who completed some temporary repairs for Mrs B. The team member commented that it looked like the rubber hadn't been bonded to the ply-board, which he felt constituted poor work. But he gave no reasoning in support of that assessment. I also note that the finishing trims had been lost during the storm. Admiral's assessment company again did not consider this at the time it viewed the roof. Although the team member later commented that these provide some weather proofing for the leading edge of the roof. That is the edge where the rubber lifted from during the storm. In short whilst it might be the case that the rubber lifted because it wasn't bonded and should have been, I haven't seen detail persuasive enough to make me think that is most likely the case. So Admiral hasn't persuaded me that the external damaged can fairly and reasonably be excluded on grounds of poor work and/or wear and tear.

I think Admiral's commentary on the internal damage is also not persuasive. The assessor said the damage was consistent with rainwater ingress over a period of time. He didn't explain that any further. But, importantly, he also did not offer any view as to whether Mrs B should or shouldn't have known damage had been occurring. I'm not saying it had been. But, if Admiral had wanted to rely on the exclusion for gradually operating cause to deny liability for the internal damage, it would not only have had to show that damage had been going on over a prolonged period but also that Mrs B did or should reasonably have known that it was. Admiral, in my view, has done neither of those things. So I'm satisfied that it can't fairly and reasonably decline liability for this part of the claim.

I'm pleased Mrs B was able to have some temporary repairs done. And I understand that didn't cost her anything. I think that will have helped ease her concerns about Admiral's decline. But Mrs B's home was damaged and remains damaged because Admiral unfairly and unreasonably declined her claim. And I note the damage upstairs was fairly extensive including part of a ceiling having come down. I'm satisfied that Mrs B has been caused distress and inconvenience due to Admiral's unfair and unreasonable action. So I think it should pay her £250 compensation.

Putting things right

I require Admiral to:

- Settle Mrs B's claim for storm damage, externally and internally, at her property, in line with the remaining terms and conditions of the policy.
- Pay Mrs B £250 compensation.

My final decision

I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 25 November 2022.

Fiona Robinson

Ombudsman