

The complaint

Miss E complains that Admiral Insurance Company Limited unfairly declined a claim for storm damage to her roof and home under her home insurance.

What happened

Miss E had an Admiral home insurance policy. In November 2021, her roof was damaged during storm Arwen. Miss E made a claim on her insurance.

Admiral appointed a surveyor to inspect the damage. The surveyor identified dislodged roof tiles as well as recent repairs to some of the ridge tiles. He also found that water had come into the house through the dislodged tiles. He concluded that *“age related deterioration of the roof prior to storm Arwen”* was the reason for the damage.

Admiral told Miss E the maximum wind speed was 47mph on the date her roof was damaged. This didn't meet the policy definition of a storm. This, plus the surveyor's findings, led Admiral to decline Miss E's claim.

Miss E didn't accept this and brought her complaint to this service. She said she bought her house just a few months before the storm and had repaired the roof as a condition of her mortgage approval. She wants Admiral to settle her claim.

Our investigator recommended that Miss E's complaint should be upheld. She was satisfied that there were storm conditions when Miss E's roof was damaged, and the storm was the main cause of damage. She thought Admiral should settle Miss E's claim.

Admiral disagreed with our investigator, so the case was passed to me to make a final decision.

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.

Miss E's policy booklet shows she's covered for loss or damage caused by a storm. But, like all policies, it has exclusions and limitations to the cover provided. Admiral highlighted two policy terms when it declined her claim:

- Definition of a storm (page 5): *“Wind with gusts of at least 48 knots (55mph), heavy rainfall at a rate of at least 25mm per hour, snow to a depth of at least 30cm in 24 hours, or hail that causes damage to hard surfaces or breaks glass.”*
- 'General exclusions' to cover (page 34): *“Any loss or damage caused by anything that happens gradually, including wear and tear....”*

Admiral said the weather conditions when Miss E's roof was damaged didn't meet the policy definition of a storm, and the damage was due to wear and tear. I need to decide whether Admiral's reliance on these terms to decline the claim was reasonable.

When this service looks at complaints about storm damage we ask three questions:

1. Were there storm conditions on or around the date of the claim?
2. Is the damage consistent with storm damage?
3. Were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” the claim won’t succeed. I’ve considered each of these questions below.

1. Were there storm conditions on or around the date of the claim?

Local weather records show wind speeds of up to 77mph near Miss E’s home on both 26 and 27 November 2021. The Met Office’s information for the 2021/22 storm season shows that this was storm Arwen, which hit the UK on those two days. The Met Office issued what it described as a “*rare red warning*” in the area of the country where Miss E lives.

These winds meet the policy definition of a storm. I don’t understand why Admiral continues to dispute this, especially as its own internal note on 5 February 2022 referred to “*77mph winds*”.

2. Is the damage consistent with storm damage?

I think dislodged roof tiles and water damage to the inside of a home is the sort of damage any reasonable person might expect to happen during a storm. Also, our investigator highlighted stories from Miss E’s local newspaper showing severe damage caused by storm Arwen, including damage to roofs. I’m satisfied that the damage to Miss E’s roof is consistent with storm damage.

3. Were the storm conditions the main cause of the damage?

Admiral’s surveyor said he found “*age related deterioration of the roof*”. However, Miss E has provided evidence that she’d had major repairs done to her roof following a mortgage valuation report in September 2020. The report advised her to “*instruct a roofing contractor to inspect roof coverings and carry out any necessary repair/renewal*”.

Miss E has sent us copies of invoices from the contractors who carried out repair work in January/February 2021. This work included repointing all ridge tiles, replacing damaged roof tiles, and damp proofing the roof. The damp proof course came with a ten year guarantee.

Admiral’s surveyor highlighted these repairs in his report. He also noted: “*...the insured will understandably feel they had taken necessary measures to ensure the roof was in a good state of repair and that they would therefore feel they had taken necessary steps to mitigate themselves from liability...*”

I agree with him. The evidence shows Miss E had done major repair work in early 2021. I find it extremely unlikely that she’d have skimped on these repairs given they were a condition of mortgage approval. And given her mortgage was approved, I think it’s fair to conclude that the repairs were done to her lender’s satisfaction. So I’m satisfied that Miss E had taken necessary measures to make sure her roof was in good condition.

This means Miss E’s roof was in a good state of repair just nine months before storm Arwen. It follows that I find the storm was the main cause of damage to Miss E’s home.

For the reasons above, I think Admiral’s decision to decline Miss E’s claim was unfair. It should settle Miss E’s claim in full. This should include the repairs to her roof as well as the

cost of repairing and redecorating any water damage inside Miss E's home. Given Miss E's personal circumstances, Admiral should arrange for this to be done as soon as possible.

My final decision

My final decision is that I uphold the complaint and require Admiral Insurance Company Limited to settle Miss E's claim in full.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss E to accept or reject my decision before 28 February 2023.

Simon Begley
Ombudsman