

The complaint

Mr S has complained about the cash settlement offered by Admiral Insurance (Gibraltar) Limited ('Admiral') under his home insurance policy following storm damage to his home.

For the avoidance of doubt, the term 'Admiral' in this decision letter includes its loss adjusters and agents.

What happened

The roof of Mr S's property was damaged following a storm in February 2022. Mrs S reported this to Admiral, and it advised him to make the roof watertight and secure. Mr S said that he wasn't told that the cost of works must be approved first, and he called a roofing contractor. Due to the height of the roof, the contractor said that a full scaffold was needed to inspect damage and make the roof secure. The contractor identified damaged and loose tiles and confirmed these needed replacing to make the property watertight and safe. During the repair works, he found that there were additional loose tiles which were also repaired.

Mr S was quoted a total cost for the work of £4,685 including £2,400 for the scaffolding. Mr S eventually paid a total of £4,200 being £2,400 for the scaffolding and a reduced price of £1,800 for the repairs as he'd arranged to carry out waste removal himself.

In April 2022, Admiral's loss adjuster inspected the property. He didn't think that full scaffolding had been needed as only 3 metres of tiles had been damaged in the storm, whilst Mr S's contractor estimated the area of damage to be 9.5 metres. In the loss adjuster's view, the remainder of the loose tiles had been damaged through wear and tear, so full scaffolding wasn't required. He thought that a scaffolding tower would have sufficed. Admiral offered a settlement figure of £1,200 less a £350 excess figure, but later increased the figure to just over £1,800 to include an amount towards the cost of the scaffolding.

Mr S remained unhappy with the settlement offer he'd received and about the level of service received from Admiral. He wanted to be reimbursed for the total amount he'd spent and complained to this service. Following an initial view provided by the service's investigator, Admiral increased its offer to just over £2,100. The investigator upheld the scaffolding element of the claim and considered a further payment should be made to Mr S.

Mr S remained unhappy, and the investigator concluded that as both the loss adjuster and Mr S's contractor stated that the tiles needed to be refitted in new cement, the storm wasn't the main cause of some of the damage. She thought the storm highlighted existing problems with some of the cement and said she was unable to recommend a further payment. However, she upheld Mr S's claim for the full scaffolding costs. She didn't think that Mr S should have been expected to query his contractor's assessment of safety aspects.

As both Admiral and Mr S disagreed with the investigator's final view, the matter was referred to me to reach a decision in my role as Ombudsman. Earlier in March 2023, I issued a provisional decision for this complaint and explained why I was minded to partly uphold Mr J's complaint as follows; -

'As there's no dispute that Mr S was insured for storm damage by Admiral at the relevant time and that the storm in February 2022 caused damage to his roof, the key issue for me to determine is whether Admiral settled Mr S's claim in a fair and reasonable manner. On a provisional basis, I don't consider that it's done so, and I'll explain why.'

In reaching my provisional decision, I've considered the evidence and submissions of both parties. Turning firstly to Mr S's submissions, he provided a timeline of events and his complaint in summary was that the final settlement offer was insufficient to cover the cost of making his home secure and watertight following the recognised storm damage.'

Mr S thought that the revised offer was 'still grossly unfair and unacceptable.' He explained that the main point of dispute was the cost of the scaffolding. He said he'd followed Admiral's advice and had a duty to act quickly to make the house safe. He'd acted in good faith to prevent further damage to the property and to members of the public. His contractor advised that it was necessary from a safety perspective to erect scaffolding around the property 'to replace lost tiles and secure those made loose in the storm to prevent further damage.' Mr S said that the contractor wouldn't have undertaken the work without scaffolding. He said: - 'I have spoken with the roofer and he said that considering the height and distance along the roof, he was not prepared to work from a scaffolding tower'. It wasn't until Admiral's loss adjuster visited some 6 weeks later that the full scaffolding was questioned.'

Mr S said that the contractor had since provided further advice to say that work at height was 'the biggest single cause of fatal and serious injury in the construction industry, particularly on smaller projects - over 60% of deaths during work at height involve falls.' As to sloping roofs, the contractor advised Mr S that these required scaffolding to prevent people or materials falling from the edge, so edge protection needed to be secured to the eaves. He said that as he had to replace ridge tiles and then check the remaining tiles, many of which needed to be removed and then refitted as they became loose due to the storm, the whole roof needed to have surrounding scaffolding.'

Mr S said that in addition to the appointed roofer, two other contractors he approached to provide a quote said they'd require full scaffolding. Mr S thought that a scaffolding tower wouldn't have been safe to work from 'and the roofer provided a detailed explanation of this from a health and safety perspective.' He said that Admiral also made its decision due to a factually incorrect assumption. Mr S said that the true area affected was around 9.5m and not 3m as suggested by Admiral. He said there also appeared to be no regard to the overall height of the structure which was 7.5m. Mr S originally said that as a compromise he'd offered to accept a reduced settlement of £3,200. He now thought it would be fair for him to receive the whole of the £4,200.'

As to additional work which had been required, Mr S said there had been a 'domino effect' as regards the integrity of the ridge tiles which dislodged others which then needed to be refitted with new cement. He said 'The [loss adjuster] would not go up and have a look even though the scaffolding was there. He took pictures of the roof using his phone on a pole and there is no way he could have made any relevant assumptions' and yet expected the roofer to work off a ladder and tower. Mr S said the loss adjuster didn't ask what was damaged and so missed the front of the house. His contractor's quote dated the beginning of March 2022 stated: - 'Due to the re[c]ent storms the ridge have been blown off and dislodged the remaining. In the process the ridge tiles have damaged tiles on the roof when landing that need replacing.' Mr S disputed Admiral's argument that some of the tiles were already loose. He said that he'd placed the ones that had flown off in a pile and pointed them out, as well as some of the render which the roofer had left for him, but he said that the loss adjuster 'didn't even look at them to examine the cement.'

As to service issues, Mr S complained of delays in Admiral appointing its loss adjuster, and a

subsequent lack of customer service from Admiral which he felt had exacerbated the issue. He felt that the level of service was embarrassing. He'd been promised phone calls which didn't then happen. He requested a compensation payment 'for the inconvenience caused and significant time invested to resolve what should have been a relatively straightforward storm damage claim.'

Admiral said that it had offered its cash settlement in the 'interests of bringing this complaint to a close'. It said that its surveyor had reviewed the file and had noted that the area of work required to replace the ridge tiles was around 3 metres in length 'and therefore we would only provide access to this area only.' The surveyor didn't agree that full scaffolding was required to carry out the work covered by the policy. As to other areas of ridge tiles which Mr S considered to be loose and which also needed to be removed and refitted with new cement, Admiral didn't consider that this was due to storm damage. It reached this conclusion as it said that cement wouldn't be damaged by a one-off storm and had instead degraded over a period. Admiral said that such damage wasn't covered under Mr S's policy.

Admiral's loss adjuster said that other areas of the roof were missing cement due to 'gradual process loss' and were therefore not covered by the policy. He thought that this was the likely reason for the contractor installing such extensive scaffolding. Admiral's in-house surveyor had reviewed the matter and considered such scaffolding to be 'overkill'. Admiral concluded that cement which held down ridge tiles wouldn't be damaged by a one-off storm event. It also thought that a scaffolding tower would have ensured safety just as well as full scaffolding. It said that as the customer had the works completed 'it was taken out of our hands and we feel that we have paid is reasonable'. However, it suggested 'splitting the difference' in costs to resolve matters as it didn't consider it was wholly responsible.

I now turn to what Admiral have said about service issues. It didn't think there had been any errors in the service received by Mr S, however it didn't specifically respond to Mr S's complaint that Admiral and its agents failed to phone Mr S back when it said it would. Admiral's telephone records haven't been supplied.

I've carefully considered all relevant evidence and submissions. I note that when Mr S reported the storm damage to Admiral in February 2022, he was advised to make the roof secure and watertight, and he wasn't directed or advised by Admiral as to the type of scaffolding needed. He was able to secure the services of a contractor and I'm satisfied that this was necessary to prevent further danger both to the public and to the property itself. Admiral thought that as Mr S had the works completed 'it was taken out of our hands and we feel that we have paid is reasonable'. However, I consider that this is an unfair portrayal of the facts, as it had advised him to go ahead to make the roof watertight and secure and a loss adjuster wasn't able to attend until some weeks later and after repairs had been completed.

The contractor stated that full scaffolding was needed to carry out this work. I note that the work was carried out promptly and during the winter months. I've also noted the contractor's health and safety concerns and I consider these concerns to be fair and reasonable bearing in mind the nature of the work. At the time that the roof repairs were taking place, no contemporaneous assessment had been carried out by Admiral as to the damage attributable to the storm. The contractor made it clear however that in his view, the ridge tiles were blown off due to the storm, and then dislodged other tiles in a 'domino effect'. I find this evidence to be persuasive.

There is a general exclusion in Mr S's policy for gradual causes, or anything that happens gradually, such as wear and tear. However, I consider on a provisional basis and on the balance of probabilities that damage didn't occur gradually in this instance. On a provisional basis, I conclude that the predominant cause of the damage, loosening of tiles and loosening

of the cement all occurred in a 'domino effect' as a result of the storm. I appreciate that it's often the case that storm damage highlights disrepair which has happened gradually. Here however, it's likely that due to the evidenced ferocity of the storm that the loss of tiles had a destabilising effect on a wider area of tiling than the immediate area of loss. Our investigator checked relevant records and noted that wind speeds had reached 78 mph on the relevant date. Admiral's own records similarly note violent storm force gusts and 76 mph winds.

In all the circumstances and on a provisional basis, I consider that Admiral hasn't settle this claim in a fair and reasonable manner, and I'm minded to require Admiral to cover the total cost of the works. This would include the whole of the cost of the scaffolding costs being £2,400 less £1,200 already paid, together with £1,800 for the work element less the sum of just over £600 already paid.

As to service issues, I've no reason to doubt Mr S's version of events in this respect and he provided a detailed timeline which supported his complaint. Nevertheless, following a storm event of this nature, I appreciate that it's not always possible for insurers to immediately appoint a loss adjuster for every affected property. Also, whilst it's unfortunate that Admiral didn't make expected telephone calls, on a provisional basis, I don't consider that this merits an additional compensatory award.'

In my provisional decision, I also asked both Admiral and Mr S if they had any further comments or evidence they would like me to consider before I made 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.

Following a review of the provisional decision, Admiral said it could agree to the findings.

Mr S said that there were a couple of things in the provisional decision which needed to be changed. He said that reference to 'two other contractors' should read 'the other contractor' As to the sentence in the provisional decision which reads: - 'However, I consider that this is an unfair portrayal of the facts, as it had advised him to go ahead to make the roof watertight and secure and a loss adjuster wasn't able to attend until some weeks later and after repairs had been completed' he considered that the sentence should finish 'at some weeks later'.

In all the circumstances, having noted and accepted the amendments put forward by Mr S, I've concluded that the provisional decision provides a fair and reasonable outcome to the matter.

My final decision

For the reasons given above, I uphold Mr S's complaint and require Admiral Insurance (Gibraltar) Limited to do the following: -

Reimburse Mr S for the whole of the costs of works and scaffolding being £4,200 less all amounts already paid by Admiral.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 April 2023.

Claire Jones
Ombudsman