

The complaint

Mrs C has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly declined a claim under her home insurance policy.

What happened

Mrs C contacted Admiral to make a claim for storm damage to her home. Admiral assessed the claim and declined it because it didn't find evidence of storm damage. When Mrs C complained, Admiral maintained its decision to decline the claim, but it offered £50 compensation because of the amount of time Mrs C had to spend on the phone to Admiral.

When Mrs C complained to this service, our investigator upheld it in part. He said it was reasonable for Admiral to decline the claim as there wasn't evidence of storm damage. However, he said Admiral should pay a total of £150 compensation because of how her claim was handled and the impact on her.

As Mrs C didn't agree, the complaint was referred to me.

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 done so, I uphold this complaint in part. I will explain why.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?
2. is the damage claimed for consistent with damage a storm typically causes?
3. were the storm conditions the main cause of the damage?

We're only likely to uphold a complaint where the answer to all three questions is yes.

I'm aware that Mrs C only contacted Admiral several months after she said she first found the damage because she wasn't aware there was a policy in place. So, I've looked at the weather around the time Mrs C said the damage happened. This showed wind speeds that would be considered storm strength. I also think a storm could cause damage to a roof. So, I think the answer to the first two questions is yes.

So, I've thought about whether the storm was the main cause of the damage. Admiral sent a surveyor to assess the damage. I'm aware this was about six months after Mrs C said the damage happened. The surveyor didn't find evidence of storm related damage. For the roof, he found damage to the verge copings and poor quality work to the lead and re-pointing. He also looked at the internal damage and noted that the room was in the process of being "done up". The surveyor said it wasn't possible to advise what damage had happened

internally, but he said moisture readings indicated penetrating damp issues. The surveyor also took photos of the property.

I'm aware Mrs C was concerned that the surveyor didn't go onto the roof and said he hadn't inspected the part of the roof Mrs C was claiming for. A surveyor isn't required to physically go on a roof. I can also see the photos include images of the roof as a whole, but also the part of the roof with scaffolding on it. I'm satisfied the surveyor was able to assess the roof.

I've also read the report from Mrs C's contractor who carried out some repairs. This said it was storm damage and described the work to the roof and internally and said rainwater had run down behind the plasterboard from the roof. I'm aware of Mrs C's comments about the damp and that she has said the new plaster was still drying and it was normal for it to take many months for it to dry. I've also read the Mrs C's report from another builder following a recent inspection. This said they had found issues with the roof due to storm damage. It said the apex coping stones had moved, which had caused water to seep into the cavity resulting in the walls being wet and damp. They said the roof was well maintained.

Having thought about this carefully, I'm more persuaded by Admiral's surveyor. His report includes an assessment of the roof condition and the photos show the issues identified. Although Mrs C's builder said it was storm damage, I haven't seen evidence that clearly shows the damage was the result of a one-off event, rather than the weather conditions highlighting pre-existing issues. The more recent report followed an inspection nearly a year after Mrs C said the damage happened and is very brief. Overall, I think it was reasonable for Admiral to rely on its surveyor's findings and to apply the exclusion for wear and tear and decline the claim.

I've also thought about compensation. Admiral has already accepted there were issues with progressing Mrs C's claim and that she had to follow-up on a number of occasions. I'm also aware of Mrs C's personal circumstances, which Admiral is aware of, but I won't describe here, and the impact she has described because of the issues with the claim. So, I think Admiral should pay a total of £150 compensation, which includes the £50 it has already offered, as I think this more fairly reflects the impact on Mrs C.

Putting things right

Admiral should pay Mrs C a total of £150 compensation, which includes the £50 it previously offered.

My final decision

For the reasons I have given, it is my final decision this complaint is upheld in part. I require Admiral to pay a total of £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 29 June 2023.

Louise O'Sullivan
Ombudsman