

The complaint

Mr L complains that Admiral Insurance (Gibraltar) Limited unfairly declined a claim for storm damage under his buildings insurance policy.

What happened

As the detailed background to this complaint is well known to both parties, I'll only summarise the key events here.

In January 2023, Mr L made a claim on his buildings insurance policy for storm damage. But Admiral declined it on the basis that the damage occurred as a result of faulty design. It cited a policy exclusion for faulty design, faulty materials, and poor workmanship.

Mr L queried this decision, advising that his home was built many years prior to his purchase of it and that it was completed with a full building certificate and warranty.

Admiral subsequently advised Mr L that the weather conditions at the time the damage occurred didn't meet the policy definition of a storm so there was no valid claim. In any event, based on its loss adjustor's inspection report, it didn't think the damage appeared to be as a result of a one-off storm incident, but rather an ongoing issue. And regardless of the building certificate, the lead flashing was defective and incorrectly fitted.

Mr L raised a complaint, but Admiral maintained its decision to decline the claim. It acknowledged there'd been a failing in responding to Mr L's emails and it has sent him a cheque for £50 by way of an apology.

As Mr L remained unhappy, he brought his complaint to our service. Our Investigator said that although a storm as defined by the policy hadn't occurred, he was satisfied there were storm like conditions at the time of the damage. But he wasn't persuaded the storm was the main cause of the damage in light of the loss adjustor's findings. So he didn't uphold the complaint.

Mr L didn't agree. He says the Met Office has recorded wind speeds of 55 mph and rainfall in excess of 30cm in 24 hours at the time of the damage, which is evidence that a storm occurred. Furthermore, the quote he received from the contractors who repaired his roof clearly says the damage was caused by a storm. He wasn't advised to get his own surveyor's report and Admiral's loss adjustor only inspected the roof after he'd had a temporary repair completed.

The complaint has been passed to me to decide.

I'm aware Mr L has also raised concerns that his claim for internal damage hasn't been dealt with. As this hasn't been addressed previously by Admiral, our Investigator has referred this back to Admiral as a new complaint for it to respond to prior to our involvement. As such, this complaint point will not be considered as part of this 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.

When looking at storm damage cases, we usually ask three questions:

- were there storm conditions on or around the date of the claim?
- is the damage consistent with storm damage?
- were the storm conditions the main cause of the damage?

If the answer to any of these questions is “no” then the claim won't succeed.

Was there a storm?

Mr L's policy defines storm as:

“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.”

Admiral relies on information provided by Weathernet which recorded wind speeds of 52 mph at the time of damage, but Mr L has told us the Met Office recorded wind speeds of 55 mph. As neither party has provided any evidence of this data, such as screenshots, I've done my own investigations.

The Eurotempest data for the weather stations nearest to Mr L's home recorded wind speeds of 52 mph and rainfall of 23.4mm in 24 hours. This doesn't meet the policy definition of a storm. But I'm mindful that the nearest weather station is on a different coastline to Mr L's home, so he could've experienced slightly different wind speeds to those recorded. And whilst not to the policy's required level, there was persistent heavy rainfall for several days.

So, taking into account all the available evidence, I think it's fair and reasonable to say it's most likely there were storm conditions at the time of the damage. So my answer to this question is yes.

Is the damage consistent with storm damage?

Mr L says that during the storm conditions, he noticed a damp patch appear on his sitting room wall around the chimney breast. He went into the loft and could see water was coming in at the back of the chimneystack.

Damage to roof tiles and chimneys are considered, on the face of it, to be damage typically caused by a storm. So I accept that the damage reported by Mr L is consistent with storm damage.

Were the storm conditions the main cause of the damage?

Admiral has provided a copy of the loss adjustor's report which says:

“Inspection found that there was no storm damage evident. Photographs show that beside the back of the chimneystack there is one snapped slate which in my opinion is not the cause of the rainwater ingress as the roof is felt below the slates.

It was found that the back lead gutter to the back of the chimneystack has only a 3" gap between the stack and the slate which is insufficient to allow rainwater to disperse. The rainwater has got under the slates and ran down the back of the chimney breast."

The loss adjustor concludes that the damage is partly as a result of poor workmanship and partly something that's happened gradually over time. They say, *"the recent poor weather conditions as described have not caused but merely highlighted the breakdowns"*.

Based on this, Admiral has concluded that the storm conditions weren't the main cause of the damage.

Mr L has provided a quote for repairs from a roofing firm, which says:

"Storm damage

Following our site visit we assessed the current water ingress that you have is to do with storm damage causing the slates to move damaging the lead work."

The quote provides a detailed breakdown of the work required to the roof, which includes:

"3. To remove the defective and incorrectly fitted lead work.

4. To install all new lead work.

5. To install all new cover flashings and then re install the slates and ridge tiles and supply new as and where is needed.

6. To cut out any cracks and fill them with the appropriate mortar mix."

As can be seen above, whilst the quote states the damage has occurred as a result of a storm, it specifically identifies that the lead work is defective and incorrectly fitted which is in line with the loss adjustor's findings of poor workmanship. The work outlined in the quote is extensive and refers to repairs that are beyond what I'd expect to see from a storm.

The policy doesn't cover any loss or damage as a result of poor workmanship. It also doesn't cover any loss or damage by anything that happens gradually, including wear and tear.

Based on the information available, I'm not persuaded the storm conditions were the main cause of the damage. I say this because the loss adjustor found the lead flashing to be defective and this is supported by Mr L's own quote for repair. It indicates that there was already a problem with the chimneystack and that the storm conditions have only highlighted the problem rather than causing it.

I appreciate Mr L says the loss adjustor inspected the roof after a temporary repair had been completed, so the evidence of the storm damage had been removed. But I'm not persuaded the temporary repair had any bearing on the lead work being defective. And as the expert evidence is that this is what led to the water ingress, this doesn't alter the outcome I've reached.

As my answer to this question is no, it follows that the claim would not succeed. For this reason, I'm satisfied Admiral's decision to decline the claim was fair in the circumstances and I don't uphold the complaint.

My final decision

For the reasons I've explained, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or

reject my decision before 12 March 2024.

Sheryl Sibley
Ombudsman