

## **The complaint**

Miss M and Mr R complain that EUI Limited trading as Admiral (“Admiral”) declined a claim they made for damage to their roof following bad weather.

The home insurance policy is in joint names but, for ease of reading, I’ll refer to Miss M throughout my decision.

Any reference to Admiral includes its agents.

## **What happened**

In August 2023 Miss M made a claim for damage to the roof and ceiling in the kitchen which she says was damaged due to bad weather.

Admiral sent out a contractor who, she says, wasn’t suitably qualified to carry out the assessment. But he assessed the damage to the roof and provided a report to Admiral thereafter.

Miss M says she wasn’t provided with any information about the outcome of the visit. So after 10 days she contacted Admiral for an update. Admiral told her the claim had been declined.

According to the contractor who attended, the damage to the roof and ceiling wasn’t due to a storm or bad weather. Miss M says the damage to the roof occurred following bad weather in July. She says while they waited for Admiral to assess the claim, the damage got progressively worse; allowing water to enter into the property.

Miss M doesn’t agree with the assessment of the damage and isn’t happy with the length of time it has taken Admiral to deal with the complaint. Miss M says a joiner assessed the damage to the roof, and he wasn’t suitably qualified to do so. She wants Admiral to accept the claim and repair the roof. Because she wasn’t satisfied with her claim being declined she complained.

Admiral accept Miss M wasn’t told the claim was declined. It said it received the report from the surveyor on 25 August 2023. Miss S wasn’t told the outcome of the claim until 29 August 2023 when she called Admiral for an update. Admiral apologised and paid £100 in recognition of the error. Admiral said the surveyor’s report confirms the damage was due to gradual long term water ingress, which is an exclusion on the policy. Admiral said it was happy to consider an independent roofing report should Miss M obtain one that contradicts Admiral’s report.

Miss M wasn’t satisfied with the response from Admiral so she referred her claim to the Financial Ombudsman Service. One of our investigators looked into things for her. The investigator thought Admiral acted reasonably in declining the claim based on the evidence she reviewed. The investigator said the offer of compensation was more than our service would have recommended given the circumstances. And so, she concluded she wasn’t upholding the complaint.

Miss M didn't agree with the investigator's outcome. She said she felt the weather throughout July should have been looked at, rather than just one event. Miss M says the damage to her roof was due to weather conditions in July. She says there was no damage to her home before 3 July 2023 when she went on holiday and she only realised there was an issue when the damage to the kitchen ceiling started to show. Miss M says the weather throughout July 2023 was a contributing factor to the damage to the roof and kitchen ceiling.

Since Miss M didn't agree, the complaint has come to me to decide.

### **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.

In this case I have to consider whether Admiral have decided the claim in line with the terms and conditions of the policy and come to a fair and reasonable decision in doing so.

I am sorry Miss M finds herself in this situation and I understand it must be very worrying for her.

However, having considered the evidence carefully, I haven't upheld Miss M's complaint and I'll explain why.

Not all damage a home sustains is covered by a home insurance policy. In order for there to be a valid claim under a buildings insurance policy, the damage must have occurred as a result of an 'insured peril'. These 'perils', or events, are specified in every policy and include reasons such as theft, fire, and storm damage. If the damage being claimed for can't be said to be as a result of one of these 'perils', then there can be no valid claim from the start.

Having reviewed the information provided I'm satisfied there were periods of heavy winds in the location of Miss M's house between 30 June 2023 and 13 July 2023. But to uphold Miss M's complaint I'd need to be persuaded the winds were 55mph for the purposes of this claim, and that it was the main cause of the damage to Miss M's roof. And having reviewed everything I don't think the conditions at the time meet the definition.

Admiral say the damage to Miss M's roof wasn't caused by a storm. To consider a claim under the storm section of the policy I would expect to see wind speeds of 55mph or above. The policy defines a storm as follows;

*"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 say the damage to Miss M's roof was due to gradual long term water ingress which is excluded on the policy. Admiral provided the report from the surveyor who inspected the roof. The surveyor concluded there was no storm, wind, or policy peril-related damage noted to the property. The report says, *"it is my considered opinion that the proximate cause of the damage is due to gradual process loss, and long-term water ingress."*

The report also notes, *"the felt covering of the roof is significantly degraded. The felt has rotted and the decking boards are sagging between the joists."* There are also photographs in the report of the roof which evidences the deteriorated roof. And I'm persuaded by what it shows. I also haven't seen any firm evidence that the expert's report is incorrect.

Miss M says she didn't notice any damage until she saw the issue with the kitchen ceiling. And I think that's in line with the surveyor's view that the damage is due to gradual water ingress. Miss M says Admiral should cover the cost of the work. For the claim to be accepted there needs to be an insured peril that was the *major* factor for the damage to the roof. But the storm conditions weren't met, they don't show wind speeds of 55mph and above, the peak gust was 40mph on 10 July 2023. So even if the damage became apparent as a result of poor weather, high winds of less than 55mph aren't covered by the policy. Only storm damage is; and there's no evidence of a storm.

The crux of the matter is that Admiral hasn't seen anything that shows the damage to Miss M's home is as a result of the weather. Rather, the evidence shows it's more likely the water ingress has been ongoing for some time. Miss M hasn't provided sufficient evidence to support her view the damage was caused by an event covered by the terms of her policy. So I think it's fair and reasonable for Admiral to have declined her claim.

I know my decision will be disappointing to Miss M who has suffered significant damage to her roof and ceiling. But, having considered everything, I don't think Admiral has unfairly or unreasonably declined the claim.

### **My final decision**

For the reasons I've given above I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M and Mr R to accept or reject my decision before 8 March 2024.

Kiran Clair  
**Ombudsman**