

The complaint

Mr and Mrs F complain that Admiral Insurance (Gibraltar) Limited (Admiral) unfairly declined their claim for storm damage to their roof, under their home buildings insurance policy.

What happened

In January 2023, following a storm, Mr and Mrs F noticed water leaking through their roof into the loft space. This caused damage to some upstairs walls. They contacted Admiral to make a claim. A temporary repair was made under their home emergency cover. A surveyor later inspected the damage and declined the claim.

Mr and Mrs F say the surveyor didn't look in the loft space and didn't access the roof to assess the damage. They say the temporary repairs covered the damaged area of tiles. Mr and Mrs F say the surveyor uploaded a photo to an online portal that was of a different property. They say this makes it difficult to trust the surveyor's opinion.

Mr and Mrs F has since paid for the damage to be repaired. They don't think it was fair they had to do this and want compensation for the poor service they received.

In its final complaint response Admiral says an engineer carried out a temporary repair within 24 hours under Mr and Mrs F's emergency cover. It apologised if a call hadn't been made within half an hour as they had expected. Admiral says they were advised by its agent to use buckets if further leaks developed. It didn't think this was unreasonable and refers to where mitigating action is mentioned in its policy terms.

Admiral says its surveyor assessed the roof using a pole camera. It says this is an accepted method for validating damage claims of this type. It acknowledged there had been some delays during Mr and Mrs F's claim. It offered £100 for the time taken for its surveyor to attend and a further £50 for its delay in handling their complaint.

Mr and Mrs F didn't think Admiral had treated them fairly, so they referred the matter to our service. Our investigator upheld their complaint. She was satisfied that storm conditions had occurred in the weeks leading up to the damage being noticed. She says the damage reported is typical of that caused by a storm, and she didn't think Admiral had shown there was an uninsured cause that could reasonably allow the claim to be declined.

To put this right, our investigator says Admiral should reconsider Mr and Mrs F's claim. However, she was satisfied that it had done enough in response to the poor service issues by offering compensation.

Admiral didn't accept this outcome. It says the wind speed noted by our investigator didn't meet the definition set out in its policy terms for a storm. It says the damage shown isn't consistent with what its experts would expect to see if damage was caused in this way. It highlights that there was no damage in the surrounding areas of the roof and no damage to the lead flashing. Admiral says the damage claimed is more consistent with long-term age-related wear and tear.

As an agreement couldn't be reached the matter has been passed 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.

Having done so I'm upholding Mr and Mrs F's complaint. Let me explain.

Our investigator explained there are three questions we take into consideration when determining whether a claim for damage relates to a storm. These are:

- Do we agree that storm conditions occurred on or around the date the damage is said to have happened?
- Is the damage claimed for consistent with damage a storm typically causes?
- Were the storm conditions the main cause of damage?

If any of the answers to the above questions are no then an insurer can generally, reasonably decline a claim.

Admiral's policy terms define a 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."

I've looked at the weather data Admiral supplied as well as the data our investigator obtained. Mr and Mrs F say they noticed the water damage not long after a storm occurred in January 2023. The records show wind gusts of up to 53mph in the week leading up to the damage being reported. I acknowledge this is slightly under the wind speed set out in Admiral's policy definition of a storm event. However, its weather data refers to this wind speed as *"severe gale force gusts"*. Wind speeds of this magnitude are known to cause structural damage. Having considered this information, I'm satisfied that storm force winds were experienced around the time Mr and Mrs F noticed the damage to their property. So, the answer to question one is yes.

Roof tiles being lifted and damaged is something that is typically associated with damage caused by storm force winds. So, the answer to question two is also yes.

I've read the surveyor's report provided by Admiral. It says:

*"Insured cause: No insured cause
Cause of damage: Decayed timber"*

The surveyor's report includes photos of Mr and Mrs F's roof. I understand a pole camera was used for this. I can see the area where a tarpaulin has been used as the temporary repair. This obscures any view of the damage area. There are also photos inside Mr and Mrs F's property showing the bathroom and landing. The surveyor included photos of a damp meter being used.

I understand the surveyor had sight of a photo Mr and Mrs F had taken from within the loft space when the damage had been identified. I've looked carefully at this photo. It shows a timber beam in the loft space that appears to be damp.

I've considered the surveyor's very limited notes, along with the photos and Admiral's

comments. But I don't think it's reasonably been shown that Mr and Mrs F's claim is excluded due to wear and tear or a gradual cause. The policy term Admiral has relied on says:

"10. Gradual causes

Any loss or damage caused by anything that happens gradually, including wear and tear, wet and dry rot, or damage due to exposure to sunlight or atmospheric conditions, settlement, mildew, rust or corrosion."

The surveyor didn't inspect the loft space. This isn't disputed by Admiral. The only photo that shows any of the timbers is the one Mr and Mrs F took. This supports that water had entered through the roof, which is what they described in their claim. The surveyor provides no further detail to support decayed timbers as the cause of the damage. I must consider expert opinion when it's provided. But I'm not satisfied that Admiral's surveyor has reasonably shown that decayed timber, due to wear and tear or a gradual cause, is the underlying reason for the damage here. So, the answer to question three is also yes.

In order for Admiral to decline Mr and Mrs F's claim it must reasonably show that a policy exclusion applies. I don't think it has. So, in order to put this right, it must reconsider Mr and Mrs F's claim without reliance on the gradual cause exclusion.

Mr and Mrs F have since had repairs carried out to their roof. Admiral can review these costs as part of its consideration of their claim. It should also consider the interior damage that was reported.

I've thought about the standard of service Mr and Mrs F received. I don't doubt what they say about the surveyor not explaining what he was doing, and that they considered his behaviour to be rude. I can understand why they found this frustrating. It took just under two weeks for the inspection to take place after the claim was registered. From the claim records this was due to the availability of a surveyor to inspect the property. I note that Admiral has acknowledged some delays occurred in the handling of Mr and Mrs F's claim, which is why it offered it apologies and a compensation payment. Overall, I think Mr and Mrs F's claims experience could've been better. But I'm satisfied that Admiral has since done enough to put this right with the compensation it offered.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited should:

- reconsider Mr and Mrs F's claim without relying on the gradual cause exclusion.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs F to accept or reject my decision before 23 February 2024.

Mike Waldron
Ombudsman