

The complaint

Mrs O and Mr O complain about Admiral Insurance (Gibraltar) Limited (Admiral) declining a claim under their home insurance policy for damage to a roof at their property in bad weather.

References to Admiral include their agents who administer the policy and assess claims.

What happened

In January 2024 following high winds, the roof of the extension at the rear of Mrs O and Mr O's property started leaking in two places, affecting the ceilings of the kitchen and the lounge. They put plastic sheeting on the roof to try and stem the leaks, until a roofer attended. The roofer slotted tiles back in place and put expanding foam around skylight windows in the roof.

Mrs O and Mr O then contacted Admiral to tell them about the leaks and lodge a claim. They also provided photographs of the damage and a quote from the roofer, involving replacing the whole roof due to unavailability of replacement tiles (£5,850). They also said the roof tiles kept lifting every time there was a gust of wind and rainwater entered the property when it rained. At Admiral's request, they obtained a second quote for repairing the roof (£4,200). From an initial review of the images, Admiral questioned whether the internal damage was due to the recent bad weather. Mrs O and Mr O said the damage appeared in the days following the bad weather and there was no damage visible prior to the bad weather. The roof hadn't leaked before the incident.

Admiral also appointed a surveyor (B) to inspect the damage. B visited the property the following month. B's report indicated the damage was caused by poor design/workmanship and there was no evidence of storm damage. The roof was of a shallow pitch, allowing wind driven rain to penetrate. The report also concluded the damage to the interior was due to rainwater ingress over a period of time.

Based on B's report and conclusions, Admiral declined the claim. Mrs O and Mr O challenged the decline, saying there was damage to the roof under the plastic sheeting and the photographs showed damage to the interior of the property.

Admiral treated the challenge as a complaint, but they didn't uphold it. In their final response they said B found no evidence of storm damage from their inspection, rather the roof was of shallow pitch construction allowing wind-driven rain to penetrate. There was damage to the ceiling at the bottom corner of the skylight as a result of rainwater ingress. There was evidence of mould, suggesting an ongoing issue. Their in-house surveyor team concurred with B's conclusions. The indications were the damage had been ongoing for some time and not the result of a single, storm weather event. Admiral referred to the policy exclusion for damage that happened gradually through wear and tear or a lack of maintenance. The bad weather had highlighted an underlying issue with the roof.

Mrs O and Mr O then complained to this Service, unhappy at Admiral declining their claim. They could not understand how Admiral had concluded there was no storm damage, as the

roof hadn't leaked before the storms and every time it rained, water leaked into their kitchen and living room. The roof tiles had lifted during the storm and the roofer had slotted them back into place. They wanted Admiral to accept their claim.

Our investigator didn't uphold the complaint, concluding Admiral didn't need to take any action. He was satisfied there were storm conditions at the time of the incident, based on weather data from Admiral and also data from the weather firm used by this Service. He also thought the damage consistent with that to be expected from a storm. The investigator also considered B's report and a statement from Mrs O and Mr O's roofer on the work they'd carried out on the roof. The investigator was more persuaded by B's report and conclusions on the cause of the damage, so couldn't reasonably say the storm was the main cause of the damage. The policy included exclusions for damage due to faulty design, gradual causes (including wear and tear) and existing damage. It wasn't unreasonable for Admiral to rely on B's findings to decline the claim. Nor was the damage sudden or unexpected, the evidence suggesting a long-term, gradual water ingress.

Mrs O and Mr O disagreed with the investigator's conclusions and asked that an ombudsman review the complaint. They said the roof wasn't leaking until the incident and they'd lived in the property for eight years without any issues with the roof until the incident. There was a storm on the date of the incident, the damage was consistent with that expected in a storm, and the storm was the cause of the damage.

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.

My role here is to decide whether Admiral have acted fairly towards Mrs O and Mr O.

The main element of Mrs O and Mr O's complaint is that Admiral unfairly declined their claim, on the grounds of the policy exclusion for gradual operating causes and wear and tear. They say there was storm damage as the tiles lifted due to the storm and the roof didn't leak before the incident. Admiral say the storm wasn't the cause of the damage and the roof pitch was too shallow, allowing tiles to lift in high winds. They say rainwater had ingressed over time. So, the damage was due to gradual operating causes and wear and tear.

As Admiral considered the claim under the storm section of the policy, I've looked at this aspect. In considering this issue, whether the damage resulted from a storm, there are three key issues we consider:

- 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 that a storm typically causes?
- Were the storm conditions the main (or dominant) cause of the damage?

On the first question, the policy definition of a storm is as follows:

“Storm

Wind with gusts of at least 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.”

Weather data for the area of Mrs O and Mr O's property included in B's report indicates a highest wind speed on the date of the incident of 69mph and maximum hourly rainfall of

3mm. The description of wind on the date of the incidence is: *"Violent storm force gusts 2200; Storm force gusts 2000-2100 & 2400"*.

I've also looked at the weather data from the weather source we use as a Service. Data from the nearest weather station to Mrs O and Mr O's property indicates a maximum gust of 73 mph on the date of the incident and conditions described as 'dry storm'. Maximum hourly rainfall (2 mm) is below the policy threshold. So, I've concluded there were storm conditions on or around the date of the incident.

On the second question, damage to roofs is something we'd expect to see from a storm, particularly involving high winds. As would be consequent rainwater ingress following damage to a roof. So, I've concluded the answer to the second question is 'yes' So, the third question is therefore key.

Given Admiral's decline was based on B's report (and a subsequent review of the report and claim by their in-house surveying team) I've looked at B's report. It concludes the cause of damage was poor design/workmanship, stating:

"There is no evidence of storm damage. The policyholder has put plastic roofing sheets over the roof as a temporary repair and used expanding foam around the skylights. The roof is a shallow pitch which is allowing wind driven rain to penetrate."

The report goes on to refer to the internal damage to the dining room, being caused by rainwater ingress over a period of time, stating:

"The damage is to the ceiling at the bottom corner of the skylight as a result of rainwater ingress and there is evidence of mould."

The same cause of damage is cited for damage to the kitchen, stating:

"There are streak marks and a crack where water has been ingressing through the skylight."

The report also makes further statements about the nature and cause of the damage:

"...the surveyor believes that the policyholder was aware of the rainwater ingressing prior to the inception of this policy. She advises that it gets in every time it rains, and it was raining heavily yesterday but the area is bone dry."

I believe rainwater ingresses only when we get wind driven rain from a certain direction. I would say it's something that's been happening intermittently since the extension was built due to the roof not being the correct pitch. I think the policyholder has been aware of this."

She told me it only started in January and it rained in every time it rained. The damage wasn't consistent with it only beginning in January, and it had been hammering down prior to my visit, and it was bone dry – so clearly it wasn't ingressing every time.."

Mrs O and Mr O dispute B's report findings and conclusions, saying there was storm damage, and they didn't have any problems with the roof before the incident. They also point to a statement from their roofer about the work he carried out on the roof, which reads as follows:

"After inspection of low roof at the rear of the property above after heavy winds finding a number of tiles lifted and lying on roof and floor, had to just re-install without

proper fixing, meaning in any more heavy winds tiles will lift once more and cause further damage, Velux window flashings all lifted and damaged had to foam into place meaning none are mechanically fixed and will cause serious issues to property in future.”

I've also looked at the photographs of the roof and interior. The photographs show the plastic sheeting on a section of the roof around the middle of the three skylights. There's no clear indication of damage beneath the sheets (although tiles were slotted back by the roofer). There are some uplifted tiles, but at the bottom edge of the roof. There's also clear indication of expanding foam having been applied around all three skylights. The interior damage also appears to be around [two of] the skylights.

This suggests the issue is, at least predominantly, around the skylights. The roofer's reference to lifted flashings (and application of expanding foam) would be consistent with this. However, I'm not persuaded the storm would have lifted the flashings (as opposed to tiles) if they had been in good condition and securely attached.

I'm also more persuaded by B's opinion about the pitch of the roof being too shallow, allowing wind driven rain to penetrate (and/or tiles to be lifted). Which led B to conclude the issue with the roof was poor design. I've seen no evidence to contradict or refute this conclusion.

B also concludes the interior damage wasn't consistent with it only arising since the incident – the view of Mrs O and Mr O - meaning rainwater ingress had been occurring for some time. I also think it's reasonable B concluded ingress was only happening in certain weather conditions, which would also be consistent with the point about the pitch of the roof being too shallow and allowing tiles to lift in certain wind conditions.

In their final response, Admiral refer to the following policy exclusion in the *General exceptions to your Home Insurance cover* section of the policy:

“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.”

A similar exclusion for 'gradually operating causes' and wear and tear is contained in the Insurance Product Information Document (IPID) and the Storm and Flood section. Given the references in B's report to the cause of damage to the roof being poor design/workmanship, and the surveyor believing Mrs O and Mr O were aware of the rainwater ingressing before the policy inception, the following *General exceptions* would also be relevant:

“6. Faulty design

Any loss or damage caused by faulty design, inadequate or inaccurate plans or specifications, faulty materials or poor workmanship.”

“11. Existing damage

Any loss, damage injury, or liability resulting from an event which happened before this policy started.”

Given my conclusions about the damage and most likely causes (as set out in B's report, which I've concluded are persuasive), then I've concluded the damage was most likely the result of gradual operating causes and wear and tear issues, not storm damage. Which the exclusion for gradual causes set out above means isn't covered under the policy. And the

issue of the design of the roof (the shallow pitch) would also be excluded under the separate exclusion for faulty design. Together, these mean there were pre-existing issues with the wall, which the weather conditions (the storm) highlighted, rather than being the main or dominant cause.

I've also considered the general principle, where a policyholder makes a claim for damage or loss under a policy, the onus is on them to show there was an insured event that caused the damage or loss. In this case, given my conclusions there were storm conditions at the time of the incident, and the damage is more likely to have been the result of wear and tear and pre-existing issues, I think it's reasonable to conclude there wasn't an insured event (storm) that caused damage.

Where an insurer relies on an exclusion in the policy to decline a claim (as Admiral have done) then the onus is on them to show the exclusion applies. Looking at the available information and evidence, I think Admiral have done so in the circumstances of this case.

Taking all these conclusions into account, I've concluded Admiral acted fairly and reasonably in declining the claim. So, I won't be asking them to take any further action.

My final decision

For the reasons set out above, it's my final decision not to uphold Mrs O and Mr O's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs O and Mr O to accept or reject my decision before 1 November 2024.

Paul King
Ombudsman