

The complaint

Mr and Mrs O complain about Admiral Insurance (Gibraltar) Limited's (Admiral) decision to decline their claim for storm damage under Mrs O's home buildings insurance policy.

I'll refer to Mr O for ease in my decision.

What happened

Mr O noticed some damp staining in his property. He identified that it was a damaged chimney stack that was the source of rainwater ingress. He says this damage occurred during storm Agnus in September 2023. Mr O contacted Admiral to report a claim. It sent a surveyor to inspect the damage. Mr O says the surveyor told him he wasn't covered even before he looked at the chimney. His claim was then formally declined, which he disputed. This resulted in a further surveyor's visit.

Mr O says the second surveyor didn't take any photos or notes. The surveyor instructed him to obtain a report from a roofer, which he did. Mr O says the roofer agreed the storm was the cause of the damage. But Admiral didn't alter its decision to decline his claim.

In its final complaint responses Admiral says the damp in Mr O's home is due to a natural breakdown of materials. It says there is no cover under its policy for damage caused in this way. However, Admiral offered Mr O £400 compensation. This was for communication shortfalls, delays in providing information, and inaccurate comments made about a neighbour's chimney.

Mr O didn't think he'd been treated fairly and referred the matter to our service. Our investigator didn't uphold his complaint. He says although there was a storm, he thought Admiral's decline decision was fair. He says the evidence provided by its surveyors was persuasive that the underlying cause of the rainwater ingress was pre-existing damage to his chimney stack. Our investigator thought the compensation offered was fair for the issues described.

Mr O didn't accept our investigator's findings and asked for an ombudsman to consider his complaint.

It 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 not upholding Mr O's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether an event can be classed as 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 answer to the above questions is no then an insurer can generally, reasonably decline the claim.

Admiral defines 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.”

In its correspondence with Mr O, Admiral says there were no storm conditions present around the date of the loss. I’ve looked at the weather records near to Mr O’s home around this time. This shows wind speeds up to 52mph were recorded. This doesn’t meet Admiral’s policy definition of a storm. But the named storm Agnes was recorded to have badly affected the area where Mr O lives around this time. The nearest weather station to Mr O’s home is around 13 miles away. So, it’s possible that wind speeds at Mr O’s location were higher. I note he lives right next to the coast, which could result in higher gusts than recorded at the weather station. Considering all of this, I think it’s reasonable to accept that there were storm conditions experienced around the time of Mr O’s loss. So, the answer to question one is yes.

Damage to a chimney stack/roof that results in rainwater ingress is something a storm can typically cause. So, the answer to question two is also yes.

I’ve thought carefully about whether the storm was the underlying cause of the damage with respect to question three.

The surveyor’s report following the inspection in October 2023 says:

“Inspected the chimney using pole cam from the balcony - flat roof dormer which appears to be in good condition along with the slate roof. However the chimney which is rendered has evidence of cracking in the render, the neighbour’s a few doors down have had to have their chimney re-rendered and clearly that is the issue here and the claim will be declined as not caused by storm.”

And:

“... inspected the chimney.. observed that the damage was caused by Deteriorated mortar works.”

The second report dated in November 2023 is titled ‘Preliminary Report’. It refers to the need for a roofer’s survey of the chimney/roof before liability is reviewed.

The ‘Final Report’ dated in March 2024 says the damage to the chimney stack is more in keeping with wear and tear. It says the claim is repudiated on this basis.

I’ve looked at the photos taken by the first surveyor. This was around a week after Mr O reported his loss. Cracking can be seen in the render/mortar that encases the chimney stack. This supports the surveyor’s comments as to the cause of the rainwater ingress.

I've read the email Mr O obtained from his roofer. He says the chimney stack was distressed and has several cracks. In addition, he found the chimney plaster had lost its adhesion to the blockwork. The roofer says the chimney flashing appears to be intact and there are no missing slates. He concludes the water ingress is "*almost certainly*" a result of the storm.

Based on this evidence I don't think it was unreasonable for Admiral to decline the claim. The underlying cause of the damage was thought to be due to the pre-existing deteriorated state of the chimney stack. The roofer's comments support this point with reference to a loss of adhesion, cracking, and distressed mortar. I think what the roofer says about the storm causing water ingress is true. But the storm wasn't the underlying cause of the damage. It merely highlighted a pre-existing issue.

Mr O has since provided a photo taken from land to the rear of his property. He says this was taken by a friend around four months prior to his loss. We sent this information to Admiral for it to consider. It asked Mr O to provide some further information. This included contact details of the friend who took the photo, a full-size image and a current image taken from the same place. Admiral responded to our service to say its validation team were unable to establish the veracity of this image. It says Mr O hadn't been able to provide the supporting information it requested.

I've looked at the new photo Mr O provided. It's taken from some distance away compared to the photos Admiral's surveyor took using a camera on a pole. From this distance no cracking can be seen on the photo. The same is true from the zoomed-in version. However, the zoomed-in version isn't particularly clear.

I've thought carefully about whether this photo reasonably shows Admiral acted unfairly when declining Mr O's claim. But I don't think it does. The photo isn't sufficiently clear to show there was no deterioration of the chimney mortar. I also think it's reasonable that Admiral wanted Mr O to provide further information for it to be satisfied with the veracity of this photo. From what it says he wasn't able to do that.

Admiral has more recently provided a report from a specialist it appointed to examine Mr O's photo. The specialist concluded that the image has likely been modified.

Having considered all of this, I don't think Admiral acted unfairly when declining Mr O's claim for the reasons it gave.

Mr O highlights some issues with the surveyor's reports. He says an incorrect reference to his home being oil fuelled and inaccurate comments made about a neighbour's chimney. I understand that Mr O was frustrated with the service he received. But I think by paying him £400 compensation, Admiral has done enough to acknowledge these points. I don't think this means that the surveyor's conclusion of pre-existing damage as the cause of the rainwater ingress, can be discounted.

In his complaint correspondence Mr O refers to costs he incurred obtaining a report from his roofer. I can see from Admiral's complaint response in March 2024 that it asked him to provide receipts. We asked Admiral if it had received this information. It confirmed that it hadn't. It says that as it had already declined the claim, it was for Mr O to show this was incorrect. Admiral says if the claim was subsequently validated it would cover the cost of any reports Mr O paid for.

We asked Mr O to provide evidence of the costs he had incurred. He responded to say he'd paid a total of £1,294 for the roofer to erect scaffolding and compile a report. But he doesn't have receipts to support this.

Mr O hasn't shown that his claim should be covered, and he hasn't provided receipts for the costs he is claiming. In these circumstances I don't think Admiral needs to provide a payment.

In summary I don't think Admiral treated Mr O unfairly when it relied on its policy terms to decline his claim for the reason it gave. I think it acted reasonably in paying Mr O £400 compensation for issues with the service it provided. But I can't fairly ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O and Mrs O to accept or reject my decision before 24 December 2024.

Mike Waldron
Ombudsman