

The complaint

Mr K complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined his claim for storm damage under his home buildings insurance policy.

What happened

On 6 February 2024 Mr K says that part of his kitchen ceiling collapsed. Prior to this he says there had been storms in the area. He contacted Admiral to make a claim. He says the next day he received a call telling him his claim had been approved. At the end of February, a surveyor appointed by Admiral visited Mr K’s home. He says the surveyor was dismissive of his claim and told him it was due to wear and tear.

Mr K says his kitchen hob and worktop were damaged by the collapsed ceiling. But this was also declined as Admiral said there were signs of wear and tear. Mr K says this decision was later overturned and it was confirmed his ceiling, worktop and hob would be covered. However, Admiral maintained its decision to decline cover for the roof damage.

In its final complaint response Admiral apologised for declining Mr K’s claim in full. It says cover was in place for the internal damage. It also says its surveyor shouldn’t have referred to Mr K’s policy excess to indicate it wasn’t worth him making a claim. It says the cost of the internal damage far exceeded Mr K’s excess fee.

Admiral’s response says it was unable to listen to the call Mr K had referred to when he was told his claim would be covered. But it accepted, on the balance of probability, that its agent hadn’t been clear. Admiral paid Mr K £150 compensation to acknowledge these issues.

Mr K didn’t think he’d been treated fairly, so he referred the matter to our service. Our investigator upheld his complaint. He says the weather records showed storm conditions were experienced around the time of Mr K’s loss. He thought the roofer’s report Mr K provided was clear that flashing had been dislodged by the strong winds and allowed rainwater to penetrate into the kitchen below. He didn’t think Admiral had clearly shown it was reasonable to rely on a policy exclusion for damage caused by wear and tear. Because of this he says Admiral should refund what Mr K paid for the external repairs. He thought it was fair that it agreed to cover the internal damage. But that Admiral should pay a further £350 compensation for the distress and inconvenience it caused.

Admiral didn’t agree with our investigator’s findings and asked for an ombudsman to consider this 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 upholding Mr K’s complaint. Let me explain.

Mr K's claim was for storm damage. 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.

I've looked at the weather records leading up to 6 February 2024, which is when Mr K identified the damage. Gusts of up to 57mph were recorded on 4 February. This was at a weather station six miles from Mr K's home. He reported that his ceiling collapsed due to rainwater ingress on 6 February. I think this reasonably fits with damage having occurred during the storm, and rainwater ingress resulting in the ceiling collapse shortly afterwards.

Admiral's policy terms define 'storm' as:

"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. These extreme weather conditions can cause damage to even well-maintained homes. However, damage caused to homes that have not been well-maintained, or caused by normal weather or wear and tear, is not covered. Please see general exception 10, gradual causes."

Admiral doesn't dispute that there were storm conditions. And from the weather records winds in excess of its storm definition were experienced. So, the answer to question one is yes.

Damage to roof coverings resulting in rainwater ingress is something typically caused by a storm. So, the answer to question two is also yes.

The final point I need to be satisfied with is that the storm was the underlying cause of the damage. To understand more about this, I've read the report provided by Admiral's surveyor. The report says there is no storm damage to any part of the property. It says bitumen paint has been used in a previous repair in the gulley directly above the damage in the kitchen. The surveyor also refers to cracks in the gulley. The report comments that there is no cover in place to investigate the cause of the rainwater ingress. The surveyor refers to this as, *"an unknown defect"*.

In the surveyor's report it says Mr K was told the cost of the kitchen ceiling would be covered. It refers to damage to the hob and the worktop, that it says wasn't pointed out when the kitchen was being inspected. The report says the worktop is damaged but also shows signs of wear and tear. The surveyor concludes that the external damage should be repudiated on the basis there was no storm damage. Under the heading *"Outcome of claim"* the report says, *"Full repudiation"*.

I've also read the report Mr K obtained from his roofer. The roofer says he had checked over Mr K's roof a couple of months ago whilst repairing a leak on a neighbour's roof. He says whilst inspecting the rear section at the gable end he noted the flashing on the 'skew' was sealed and there was no damage. The roofer comments that he was confident about this as he had set out to find problem areas that could cause imminent leaks. He says he was asked to re-attend Mr K's property after the storm. He investigated the area of roof above where the ceiling had collapsed. The roofer says the flashing in this area had been blown

upwards by the high winds. He says this was the cause of the rainwater ingress.

I've looked at the photos taken by Admiral's surveyor at his inspection. Images of the affected section of roof were taken from the rear garden. I can see the section of bitumen paint which the surveyor has circled on one of the images. This is the area said to have been subject to previous repairs. I can't make out where the cracking referred to by the surveyor is situated. This hasn't been highlighted on the photos provided.

It's for the policyholder to show that they've suffered an insured loss. If they can then, generally speaking, the insurer should pay the claim. This is unless it can reasonably rely on a policy exclusion not to. As above it's clear that storm conditions were experienced. Mr K's roofer testifies that flashing was sealed in place before the storm and afterwards had lifted. Mr K's policy covers damage caused by a storm. This appears typical of storm damage. So, on the face of it, Admiral should pay the claim.

I've thought about Admiral's complaint response where it says its surveyor found there was no storm damage – but rather the damage resulted from a gradually operating cause. I've looked carefully at the photos it provided, but as I've already mentioned I can't identify any cracking. I note the photos were taken from some distance back in the rear garden. I don't think these provide a clear enough image to show whether there is cracking. Similarly, although I acknowledge what Admiral says about a previous repair – it hasn't shown that this was the source of the rainwater ingress.

For an exclusion to apply I'd expect Admiral to demonstrate this more fully than it has. Its surveyor says the rainwater ingress is due to an unknown defect. I don't find this particularly persuasive. I acknowledge Admiral's comments that Mr K's roofer hasn't provided photos of the damaged flashing. But again, I'd expect it to provide more persuasive reasoning to support its decline decision.

I accept Mr K's testimony that there was no rainwater ingress prior to the storm in early February 2024. Clearly rainwater has since been able to penetrate and damage the kitchen ceiling. Mr K's testimony and his roofer's report provide a persuasive explanation for the cause of the damage. This falls under an insured cause. But I'm not persuaded that Admiral has shown that the exclusion it has relied on, applies in these circumstances. For this reason, I think it should refund what Mr K has paid for the external repairs plus 8% simple interest.

I note Admiral's comments that its surveyor didn't refer to Mr K having told him about the roofer's visit prior to the storm. I asked Mr K for his comments on this. He says he only had a short discussion with the surveyor. But he recalls mentioning the roofer's visit. Mr K says it was because of the surveyor's demeanour, that he thought it better to dispute the decline decision with Admiral.

I understand Admiral's point that the roofer's earlier visit wasn't mentioned in the surveyor's report. But I don't think this is persuasive evidence to indicate the roofer hadn't attended when Mr K said he did. So, this doesn't change my view that Admiral should pay for the external repairs plus interest.

Admiral has since settled Mr K's claim for the damage caused to the internal parts of his home. It added 8% simple interest for the delay in making this payment. I think this is fair.

I've thought about the standard of service Mr K received. I acknowledge what he says about the surveyor being dismissive of his claim from the outset. I wasn't present at the time of the inspection so I can't confirm what was discussed or the manner in which this was said. However, Admiral accepts it wasn't appropriate for the surveyor to have discussed Mr K's

policy excess in the way he did. The indication is that the surveyor inferred that it wasn't worth Mr K claiming. This isn't correct as just the internal damage was significantly more than his policy excess. This adds weight to Mr K's view that the surveyor was dismissive of his claim. I'd also expect the surveyor to have highlighted the cracking and taken illustrative photos to support his view that there was pre-existing damage. As discussed earlier, I don't find his report persuasive.

I've listened to a call recording from 7 February 2024 between Mr K and Admiral. Mr K obtained this via a subject access request – I note Admiral says it had been unable to listen to this call. The agent Mr K speaks to is clear that his claim is covered. She asks if he wants to appoint his own repairer or have Admiral arrange the work. Mr K asks to use Admiral's repairer. The agent says a contractor will be in touch about the repairs. She also confirms that cover is in place for the damaged worktop and hob. She asks Mr K to send photos of this.

The information Admiral's agent provided was inaccurate. A contractor wasn't appointed to carry out repairs. What she should've said is that a surveyor would be appointed to validate the claim. I can understand why Mr K was surprised when he later learnt his claim hadn't been accepted. This was clearly frustrating for him, and I acknowledge his reference to the anxiety Admiral's handling of his claim caused.

From the claim records Mr K found out his claim had been declined when he checked this via an online portal at the beginning of March 2024. This advised his kitchen ceiling would be covered but the worktop wouldn't. This was said to be due to pre-existing wear and tear. This represents poor service on Admiral's part. It should've provided accurate information from the outset. And in these circumstances contacted Mr K directly to let him know it had declined his claim.

The records show that Admiral overturned the surveyor's decision on 14 March 2024. It says an in-house review had concluded the internal damage should be covered. It explains that water ingress is a one-off event and there is cover for this. Admiral wrote to Mr K on 16 April to say it had paid a settlement amount for the internal damage, plus interest. This was paid on 12 April.

Overall, I don't think Admiral provided a good standard of service. I don't think the surveyor it appointed acted professionally. Particularly when discussing the internal damage and Mr K's excess. The lack of detailed explanation and evidence to back up the gradual cause finding for the external damage, has resulted in delays, and added to the inconvenience and distress Mr K experienced. I note his comments that he was diagnosed with high blood pressure in March 2024. This hasn't been an issue for him before. Mr K attributes this to Admiral's handling of his claim.

Having considered all of this I don't think Admiral treated Mr K fairly when it relied on the exclusion it has to decline his claim. It should refund him what he paid to repair the roof plus 8% simple interest from the date this was paid until the refund is provided. I agree with our investigator that Admiral should compensate Mr K with a further £350 to acknowledge the distress and inconvenience its poor handling of his claim caused.

Our investigator didn't mention an interest payment relating to the external repair costs in his view. I asked both parties to comment on this before I issued a final decision. Mr K had nothing to add. Admiral said the same. As both parties have had the opportunity to comment on this point I can fairly include this in my final decision.

My final decision

My final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited should:

- refund the cost of the external repairs Mr K paid for plus 8% simple interest; and
- pay Mr K £350 compensation for the distress and inconvenience it caused him.

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

Mike Waldron
Ombudsman