

The complaint

Mrs & Mr I complain that Admiral Insurance (Gibraltar) (“Admiral”) declined a claim under their home insurance policy for damage to their roof. When I mention Admiral, I also mean its contractors and suppliers.

What happened

Mrs & Mr I had a home insurance policy with Admiral covering their household buildings.

In January 2024 their property was damaged in a period of strong winds, when two storms affected their area. A flat roof on a dormer was ripped and partially blown away, and further damage caused around the dormer apparently by the remnants of the roof.

They contacted Admiral and made a claim. Admiral assessed their claim and said it wouldn't be covered. It said the wind in the area was below the policy definition of Storm. It also made an inspection and said it thought the roof had de-laminated over time as it had reached the end of its life. So it said the damage was as a result of a gradually operating cause, and their claim wouldn't be covered. Mrs & Mr I paid about £3,500 for repairs.

Mrs & Mr I weren't happy about this and complained. Admiral maintained that it had declined the claim fairly. It accepted it hadn't provided some information to them, and paid them £100 compensation.

Mrs & Mr I remained unhappy and brought their complaint to this service. They ask that Admiral pays for the repairs to their roof.

Our investigator looked into their complaint and thought it would be upheld. She said she thought that conditions had been stormy around the time of the damage, and that the damage was consistent with the actions of high winds, but she didn't think Admiral had declined the claim fairly as it couldn't show the roof had delaminated. She said it should pay the claim subject to an invoice being produced by Mrs & Mr I, and add interest at 8% simple. She also said it should pay Mrs & Mr I £100 compensation as it told them it would initially pay the claim, but then rejected it.

Admiral didn't agree with the view. Because it didn't agree, this complaint has been passed to me to make a final decision.

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 going to uphold it and I'll explain why.

When considering storm damage, we ask three questions:

1. Was there a storm on or around the date the damage occurred?

2. Is the damage typical of that caused by a storm?

3. Was the storm the main cause of the damage?

If the answer to all of these questions is “yes” then the claim is likely to succeed. But, if the answer to any of the above questions is “no” – the claim for storm damage is unlikely to be covered.

It’s Admiral’s position that it thinks the answer to both question 1 and question 3 is “no”.

I’ve looked at the weather in the area at the time and I’ve found that the wind speed was above 55mph and there was heavy rain. I think it’s fair to say that storm conditions existed at the time under the terms and conditions of Admiral’s policy wording which say:

“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.

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 said that the strongest gust was 47mph on the night of the damage. It wasn’t able to say exactly where this was measured.

This service uses a different system, and I can see that the maximum wind speed around the time was 50mph, and this was recorded at a location about 16 miles from the house. This maximum speed was two days before the damage was noticed by Mrs & Mr I.

Mrs & Mr I provided this service with a record from the internet apparently showing a peak gust speed of 119kph (over 70mph), although it’s not clear where that was for.

The issue for Mrs & Mr I here is that the policy definition of storm has not been reached according to the weather records referred to by Admiral.

It seems clear to me that conditions in the area at the time were stormy, with strong winds over a few days. Mrs & Mr I have said their house sits in an exposed position, with open ground to the rear, and the dormer was high up. I’ve looked at the locations wind is recorded in the county, and I think it’s likely Admiral took its data from a similar location to that used by this service, in other words some distance away.

In its later evidence, Admiral said the windspeed would have been produced by a combination of the nearest weather station (which seems to be around 16 miles away) and a satellite system “with an accuracy of 1.4km to this customers [sic] postcode.”

Although Admiral’s data needs to be viewed carefully, I don’t think it’s fair that Admiral uses maximum windspeeds using this approach, as they don’t necessarily relate to the conditions at the site at the time.

So, I don’t think Admiral can reasonably rely on the definition of storm not being reached by the recording of windspeed some distance away to exclude this claim, and it follows I think the answer to the first question is “yes”.

Admiral has accepted that the type of damage is typical of that caused by a storm, so the answer to question two is “yes”.

Turning now to the third question. Admiral’s position is that the answer to this is “no”, as it says that the roof was at or beyond the end of its life.

Admiral arranged for an inspection of the damaged roof.

This report says the roof was damaged due to the felt becoming delaminated from the roof (basically, the bond holding it down had failed). It said there wasn’t evidence of a storm. The inspection was carried out by camera pole, and a substantial part of the dormer roof was covered with a tarpaulin.

Mr I said he thought the roof was 8-10 years old, which would reasonably agree with the report produced by Admiral that the roof would be reaching the end of its life at around ten years old.

In its responses to the view, Admiral said:

“3. Was the storm the main cause of the damage or has it highlighted an existing weakness?”

As highlighted above, the evidence available shows that wear and tear and the gradual failure of adhesive in winds not considered storm, is believed to be the proximate cause. As Storm conditions were not met at all, we do not consider the damage to be caused by storm, but to have been highlighted by strong winds alone.”

I’ve thought carefully about this. The report on the roof was carried out by a specialist, about two weeks after the damage happened. It says that there were difficulties seeing the roof due to the cover, and that the exposed and damaged parts showed signs of age and wear.

The report also uses Mrs & Mr I’s description of the events of the night in question to say that the roof likely delaminated, and I don’t think that it’s fair of Admiral to use a description of events unseen to carry sufficient weight to decline a claim.

In later correspondence with this service, Admiral has also provided information about why flat roof coverings can fail, but this seems generic research rather than a discussion on the state of Mrs & Mr I’s house.

Taking everything into account, I don’t think Admiral has done enough to reasonably show that the damage to Mrs & Mr I’s property was because of a gradually operating cause, rather than as the result of a storm.

So, on balance, I’m going to ask Admiral to settle Mrs & Mr I’s claim in line with the policy terms and conditions. Mrs & Mr I now need to supply Admiral with an invoice for the work they had done to fix the roof, and Admiral should settle the claim adding interest at 8% simple from the date Mrs & Mr I paid the invoice to the date this payment is made.

I’ll also comment on Mrs & Mr I’s distress and inconvenience. I can see Admiral paid them £100 due to the way it handled their claim and correspondence with them. Our investigator awarded £100 in the view. I’ve thought about this, and I think the original £100 award made by Admiral is sufficient in the circumstances. I say this because I have decided this case on balance, and while I’m sure Mrs & Mr I have suffered more distress and inconvenience I think the result of Admiral covering their claim is their key focus.

As I've changed the outcome of the view, I'd normally need to issue this as a provisional decision, ask both parties for feedback, and then issue a final decision. But as the amount I'm changing is relatively small, I'm issuing this final decision as I regard this as a minor change.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. I direct that Admiral Insurance (Gibraltar) to settle Mrs & Mr I's claim in line with the policy terms and conditions, subject to an invoice being produced by them. Interest at 8% simple should be added to the amount paid, from the date Mrs & Mr I paid the invoice to the date Admiral make this payment.

If Admiral Insurance (Gibraltar) Limited considers that it's required by HM Revenue & Customs to withhold income tax from that interest, it should tell Mrs & Mr I how much it's taken off. It should also give them a tax deduction certificate if they ask for one, so they can reclaim the tax from HM Revenue & Customs if appropriate.

Admiral Insurance (Gibraltar) Limited must pay the amount within 28 days of the date on which we tell it Mrs & Mr I accept my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs I and Mr I to accept or reject my decision before 13 December 2024.

Richard Sowden
Ombudsman