

The complaint

Mr D has complained that Admiral Insurance (Gibraltar) Limited declined a claim he made under his home insurance policy.

Reference to Admiral includes its agents and representatives.

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.

Our investigator thought Admiral had taken reasonable steps to put things right. I agree, and for the same reasons, so I don't think there's a benefit for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr D got in touch with Admiral about water damage to his home, thought to be caused as a result of a neighbour not keeping their property in a good state of repair and/or bad weather.
- Mr D's policy with Admiral, like most home insurance policies, only covers damage caused in specific ways. For example, by fire, theft or flood. Damage caused in other ways simply isn't covered. The two causes considered by Admiral were 'accidental damage', which is an optional extra section of cover, and 'storm', which is a standard section of cover under the policy.
- Admiral initially accepted the claim under 'accidental damage' and made an offer to settle it. Admiral then realised Mr D didn't have this optional extra cover on his policy and withdrew the offer. I've checked, and it's clear Mr D's policy doesn't include this cover. So Admiral was entitled to decline a claim for accidental damage. I understand Mr D has recently raised a separate complaint about the way the policy was sold. So I won't consider that point in this decision.
- For Admiral to accept a claim for storm damage, there must first be evidence of storm conditions. The policy says that means winds of at least 55mph. Admiral looked up the weather conditions around the time Mr D said there was bad weather but didn't find sufficiently strong windspeeds. I've checked the records close to the area where Mr D lives and the windspeeds didn't meet the 55mph threshold. So Admiral was entitled to decline a claim for storm.
- There are no other sections of the policy which would likely cover this damage. So I'm satisfied Admiral acted in line with the policy terms and conditions when it declined the claim.
- It's not in dispute that Admiral made a mistake when it initially accepted a claim under cover which Mr D didn't have on his policy. It recognised its mistake and put it right within a matter of days. I don't think Admiral was required to maintain its offer to

pay for the damage, as it's not covered by the policy and Admiral corrected its mistake relatively quickly.

- It would have been disappointing and confusing for Mr D to think his claim would be covered, only to find out later that it wasn't. So I think it was right for Admiral to pay compensation, and I'm satisfied £100 is fair and reasonable in the circumstances.
- Overall, I consider Admiral acted fairly when it declined the claim and paid £100 compensation. So I won't require it to do anything further.

My final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 28 October 2024.

James Neville
Ombudsman