

The complaint

Mr and Mrs F have complained that Admiral Insurance (Gibraltar) Limited ('Gibraltar') declined their claim for storm damage under their home insurance policy. For the avoidance of doubt, the term 'Admiral' also includes its agents and representatives for the purpose of this decision.

What happened

Unfortunately, Mr and Mrs F's summerhouse and an adjacent fence were damaged following a storm in August 2024. They submitted a claim to Admiral as their home insurer at the relevant time. Admiral declined the claim and said that the wind levels didn't meet the storm definition under Mr and Mrs F's policy. It also stated that the policy excluded damage due to the standard of construction of the summerhouse.

Mr and Mrs F complained to Admiral as they felt that their claim had been unfairly declined. They also complained about the attitude of Admiral's loss adjuster, as they felt that he'd been rude to them. Admiral didn't uphold the complaint about its decision to decline the claim, however it did uphold the complaint regarding the agent's attitude. Mr and Mrs F were unhappy with this response and therefore referred their complaint to this service.

The relevant investigator didn't uphold Mr and Mrs F's complaint. It was her view that Admiral had acted fairly by not considering the damage to be covered by the relevant policy. She realised that it had clearly been a frustrating and concerning time for Mr and Mrs F. The investigator agreed that the service received during the claim hadn't been of the expected level, however she considered that the £100 compensation offered by Admiral in this respect was a fair and reasonable response.

As Mr and Mrs F remained unhappy with the outcome of their complaint, the case has been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is whether Admiral applied the terms and conditions of the relevant policy, and generally acted in a fair and reasonable manner. I consider that it did so, and I'll explain the reason for not upholding Mr and Mrs F's complaint.

I've carefully considered the submissions of the parties as summarised below. Turning firstly to Mr and Mrs F's submissions, they explained that their summerhouse was lifted and blown over a fence and demolished. Mr and Mrs F said that the loss adjuster who visited *'had an attitude and was quite rude'* and had given the opinion that the claim should be rejected owing to poor workmanship on inspection of the fixings. Mr F immediately contacted Admiral to complain about the decision to decline the claim and about the loss adjuster's attitude.

Mr and Mrs F felt that it was absurd for Admiral to say that wind speeds hadn't reached the levels for storm damage (55mph). They said it was widely reported nationally and locally that the wind speeds were between 60 and 70 mph and provided a local press report showing damage caused in the local area.

As to the question of workmanship and suggestion that there were inadequate fixings to hold the summerhouse to the base, Mr and Mrs F said that it was erected 4 years previously by a reputable firm who had built a similar structure at their previous property, and they had no complaints about workmanship. They provided photographs of the visible fixings which held the summerhouse, *'to include front and rear aspects of the fixings'*. They said that the absence of the front fixings was explained by the fact that they were attached to the actual summerhouse. They didn't consider that the fixings had failed and believed that the loss adjuster had overlooked this fact despite Mr F pointing this out during his visit.

Mr and Mrs F then obtained a further report from the relevant contractor, and he said that the business had been operating for some 25 years. In his opinion, there were adequate fixings on the original structure, and the two rear fixings were still *'very visibly attached to the base and the 2 front ones have completely sheared off and would still be attached to the summerhouse which was completely buried under the wreckage which I removed myself and disposed of some time afterwards'*. Mr and Mrs F said that there had been similar winds in the past 4 years, but they'd not had any issues until now. Mr and Mrs F felt that it was unfair that he was paying for a policy that didn't cover for this damage.

I now turn to Admiral's submissions in response to Mr and Mrs F's complaint. It referred to the specific terms and conditions of the policy. It said that in considering claims under the storm section of the policy, it would look at relevant weather records to establish if the relevant criteria had been met. It would also take into consideration the individual property and any other factors such as elevated or exposed locations.

Admiral explained that the role of its loss adjuster would be to establish if the damage being claimed for was consistent with storm damage, but not to undertake a full defects survey. It noted that the agent reported that in his opinion; *'the damage to the fencing and summer house has occurred due to the poor installation and lack of mechanical fixings holding the summer house in place to the base which was cemented into the ground'*.

It was further reported that *'we found that there was only 2 screw fixings holding the summer house in place on the back left and right corner. There was no other fixings holding the summer house in place. We would expect a building of this size to have been adequately anchored and held in place with mechanical fixings around the entire perimeter and across the floor'*. Admiral considered that the lack of fixings meant that the structure acted like a sail in the wind and had been lifted up and into the fence. Admiral considered that recent bad weather had merely highlighted this issue rather than having caused it. Admiral said it had investigated the weather conditions on the date of loss and considered that it reached only 40 mph. It therefore concluded that the weather at the time of loss didn't qualify as storm conditions under the terms of the policy.

With regard to the conduct of its loss adjuster, Admiral accepted that there had been a service failure. It considered that the representative could have dealt with Mr and Mrs F very differently and it said that direct feedback would be provided to the relevant manager. It wished to *'sincerely apologise for the upset we caused you,'* and it paid £100 in compensation in this respect.

I now turn for the reasons for my decision not to require Admiral to do anything else in relation to Mr and Mrs F's complaint. The starting point will be the terms and conditions of

the policy document as these forms the basis of the insurance contract between the consumer and the insurer.

In this case, both accidental damage and storm damage are covered in principle, dependent upon the circumstances of the case. *'Accidental damage'* is defined in the policy as *'Sudden, unexpected and visible loss or damage which has not been caused deliberately'*. *'Storm'* is defined as *'Storm wind with gusts of 55mph....These extreme weather conditions can cause damage to even well-maintained homes...'* The policy also includes standard general exceptions, however. It states, *'We will not cover you for or be liable for any of the following'*, and this includes the following *'Any loss or damage caused by faulty design, inadequate or inaccurate plans or specifications or poor workmanship'*.

In deciding whether storm conditions are the cause of damage and so covered by the policy in any case, this service adopts a three-stage approach. Firstly, it considers whether storm conditions occurred on or around the date the damage was said to have happened. Secondly, it asks whether the damage is consistent with damage typically caused by a storm. Thirdly, and this is often the crucial question, the service then goes on to consider whether the storm conditions were the main cause of the damage.

In this case, the investigator carried out her own investigations and established from the relevant official weather records, that the wind speeds in Mr and Mrs F's locality did reach 56mph on the date on which the damage occurred. In accordance with the wording of the policy, whilst these weren't the most severe wind speeds that are often encountered, I'm satisfied that the definition of storm in the policy had been met in this case. It's therefore concerning that Admiral reached such a different conclusion on the basis of weather data and didn't carry out further checks to verify its initial findings. I therefore trust that Admiral will review its future practices in order to ensure that errors of this nature cannot be repeated.

Secondly, it's clear that storms can on occasions typically cause wooden structures to blow down, and so I'm satisfied that both the first and second tests have been met in this case.

As for the crucial third test, Admiral have argued that, in this case, the storm merely highlighted inadequacies of the summerhouse's installation and fixings, and that this is the main cause of its destruction. Mr and Mrs F have produced evidence from local news articles which show that the storm was sufficient to destroy some sizeable trees and garden furniture. Nevertheless, buildings, including garden sheds and summerhouses would usually be expected to withstand strong winds, including storm conditions at the level of 56 mph.

The service will generally find the reports of experts to be persuasive in the absence of alternative independent reports to the contrary. In this case, the loss adjuster's report is clear as to the main cause of damage, being *'poor installation and lack of mechanical fixings'* as above. The observation contained in the report that the structure acted as a sail in the wind reflected the news articles produced by Mr F which referenced full leaves on trees at this time of year meaning that trees acted like sails in the wind. As to the document produced by Mr and Mrs F's contractor, whilst this isn't signed and dated, unfortunately, it also wouldn't be considered to be an independent arms-length report sufficient to displace the report of the loss adjuster.

The photographic evidence produced by Mr and Mrs F is helpful and clear. Unfortunately for them, it does highlight the relatively flimsy appearance of the structure and inadequate nature of the screw fixings of the structure to the base. On the balance of probabilities, I'm therefore satisfied that the storm merely highlighted the weakness in the structure due to poor design or workmanship of the summerhouse, and also that damage to the adjacent fence wasn't covered under the policy. The relevant exception therefore applies, whether the damage is being claimed under the storm or accidental damage sections of the policy.

I appreciate that this decision will come as a great disappointment to Mr and Mrs F. I also understand why they are frustrated that they're not covered for damage under their home insurance policy. Unfortunately, however, insurance policies don't cover customers for every eventuality, and in this case, I'm not satisfied that Admiral made an unfair or unreasonable decision to decline Mr and Mrs F's claim under the standard exception in the policy.

As for the conduct of the loss adjuster at the site visit, I note that Admiral accepted that the service wasn't as it should have been. The poor service received will no doubt have caused upset. I note however that Admiral offered £100 in compensation to recognise this failure and I consider that this was a reasonable response to this aspect of the complaint and is in line with the level of compensation which this service would expect the business to offer in such circumstances. Therefore, as long as it has paid £100 in compensation to Mr and Mrs F, I don't require Admiral to do anything else in response to the complaint.

My final decision

For the reasons given above, I don't uphold Mr and Mrs F's complaint and I don't require Admiral Insurance (Gibraltar) Limited to do any more in response to their complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F and Mr F to accept or reject my decision before 28 February 2025.

Claire Jones
Ombudsman