

The complaint

Mrs M has complained that Admiral Insurance (Gibraltar) Limited rejected a claim she made under a home and buildings insurance policy she shares jointly with Mr M.

What happened

In March 2021 Mr and Mrs M's neighbour had works done to their adjoining roof. Mrs M says that without their permission the neighbour's builder caused damage to their roof. Mrs M said water ingressed into their home and the builder carried out further works. But when there was heavy rain in July 2021, water ingressed into their home again and caused internal damage.

Mrs M says the builder returned to carry out rectification works to the roof which seemed to rectify the issue. Mrs M wanted Admiral to meet a claim for the damage caused to their home.

Admiral accepted their claim under the insured peril of accidental damage. However, a Surveyor costed the repairs to the roof as being less than the excess Mr and Mrs M would pay. So Admiral said there was no valid claim to make.

Admiral said it excluded cover for water damage under the accidental damage peril.

Mrs M asked Admiral to consider their claim under the insured peril of malicious damage or storm damage. But Admiral said neither of these applied to their circumstances.

Mrs M asked us to look at their complaint. One of our Investigators didn't recommend the complaint should be upheld. He found Admiral had properly considered their claim and reached its decision in a fair way and in line with the policy.

Mrs M doesn't agree and wants an ombudsman 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.

Mrs M says their roof was damaged in March 2021. She says storm conditions occurred on 9 July 2021.

Admiral's notes show its first contact with Mrs M was in August 2022. A Surveyor on behalf of Admiral provided a report in August 2023.

For ease, I've set out each insured peril under headings below with my view on whether Admiral acted reasonably when reaching its decision.

Accidental Damage

Mr and Mrs M's policy with Admiral defines the peril of accidental damage as;

"Sudden, unexpected and visible loss or damage which has not been caused deliberately."

I understand Mrs M says the builder went onto their roof without their permission and the works they carried out weren't done properly. In order to consider whether the damage was

caused maliciously, the evidence would need to show there was intent by the builder. I understand that the builder did put right the roof and no further leaks occurred after July 2021, but Mrs M says he didn't make good a promise to rectify the damage caused to the inside and the roof.

Mrs M says the Surveyor recommended the lead flashing be 'chased in' not reinstated.

The key section of the Surveyor report reads;

"The surveyor has identified some intervention from the roofer and the builder at the neighbours which has caused an ingress of water into the property which is not covered and is an exclusion on the policy. The surveyor did allow for labour and materials to repair or reinstate the lead flashing to the parapet wall, however this falls within the policy excess.."

I think Admiral's decision to consider Mr and Mrs M's claim under the peril of accidental damage was reasonable and in line with the policy.

The Surveyor quoted the costs to the roof to meet their claim as less than the excess Mr and Mrs M would have had to pay. So it wouldn't have been fair for Admiral to deal with the claim as Mr and Mrs M would have paid more than the claim costs.

Internal damage

Admiral applies exclusions to the cover it provides under accidental damage. I don't find this to be unusual. Admiral says it won't cover;

"Loss or damage caused by:

- *water entering the home (this may be covered under causes 7 and 10 in Section 1, Buildings)"*

So I find Admiral's decision not to deal with Mrs M's claim for internal damage here to be fair and in line with the policy.

Storm Damage

Mrs M believes Admiral should meet their claim under the peril of 'storm'. Mrs M says storm conditions occurred on 9 July 2021 which caused water to ingress into their home. She says this happened after the builder had put right the roof, so she says the roof was in good condition. In response to the Investigator's view, Mrs M said;

"We feel that as the roof was in good repair and had been repaired after he (the builder) cut through it in the first place that the claim for the subsequent storm damage in July should be covered."

Mrs M has provided local news reports which highlighted severe rainfall at the time.

As the Investigator explained, we ask three questions when considering storm damage complaints to decide if an insurer acted reasonably in rejecting a claim. 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?

Where we find the answer to all three questions is 'yes' we are more likely to say the claim should be met. But if the answer to any of the three questions is 'no' we usually say the claim has been reasonably rejected.

Admiral defines the term '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.”

We checked actual weather recordings in Mr and Mrs M's area from 14 June 2021 to 11 July 2021. This showed there was heavy rainfall, but this peaked at 9.5mm an hour on 9 July 2021. Wind speeds during this period peaked on another day, but not close to 55mph as required under Admiral's definition.

So while I agree there was heavy rain on 9 July 2021, it wasn't to the degree to meet Admiral's definition for storm conditions.

So the answer to the first question is 'no'.

As water ingressed into Mr and Mrs M's home from their roof, I'm satisfied the answer to the second question is 'yes.'

Damage caused by a storm tends to show sudden unforeseen damage caused by an episode of violent weather. As I don't find that storm conditions occurred when Mrs M says the damage happened, I can't conclude that storm conditions were the main cause of damage. So the answer to the final question is 'no'.

So, taking everything into account, I think Admiral properly considered Mr and Mrs M's claim. This means I'm not asking it to do any more.

My final decision

I'm sorry to disappoint Mrs M and Mr M. But for the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs M to accept or reject my decision before 12 March 2025.

Geraldine Newbold
Ombudsman