

## **The complaint**

Mr and Ms F complain about Admiral Insurance (Gibraltar) Limited's decision to turn down a claim made under their buildings insurance policy.

Admiral has been represented on the claim by its agents. For simplicity, at points, I've referred to the actions of Admiral's agents as being its own.

## **What happened**

Mr and Ms F had a buildings insurance policy with Admiral. In December 2023, they noticed a leak in their downstairs bathroom and they made a claim for storm damage.

Mr and Ms F arranged for their roofer to cover the affected area of the roof on a temporary basis to prevent water ingress. And when Admiral inspected the roof the first time in February 2024, without the roof cover being removed, it said it was unable to establish any damage caused by a storm.

Because Admiral accepted it was unable to establish the cause of the damage, it agreed to arrange a further inspection, with the roof cover being removed. And when it carried out this inspection in March 2024, it said there was no storm damage, and the storm only highlighted the insufficient lead work within the roof valley.

Admiral declined the claim and said the damage was consistent with wear and tear and not caused by a storm. It said there was no cover under the policy for damage to the roof, or damage caused by the water ingress.

Mr and Ms F complained about Admiral's decision, and in July 2024, Admiral issued a complaint response. It accepted there was a storm around the time of the loss, but it maintained there wasn't evidence of damage caused by a storm.

Mr and Ms F had arranged their own report in May 2024, and in July 2024, Admiral reviewed this. But it still maintained the weather conditions at the time of the loss merely highlighted a pre-existing issue on the roof. And it also maintained its decision to decline the claim.

Mr and Ms F referred their complaint to the Financial Ombudsman Service. They said Admiral hadn't investigated the cause of damage properly as it hadn't gone up to the roof or removed parts of the roof to inspect further inside. They said their report proved damage was caused by storm and they'd paid over £8,000 to repair the roof and the damage to the bathroom below.

The Investigator didn't uphold the complaint. They said they were more persuaded by Admiral's report and conclusions. They said they didn't think storm conditions could've caused the lead valley to deteriorate so they didn't consider a storm to be the main cause of damage. They also said there was no accidental damage cover as the policy excludes loss or damage caused by water entering the home.

Mr and Ms F didn't agree. They said the storm caused damage to the lead flashing, and

storm force winds had lifted and displaced the flashing. They maintained Admiral hadn't carried out a proper inspection of the roof damage and the cause.

Because the complaint couldn't be resolved, it's 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.

I should first set out that I acknowledge I've summarised Mr and Ms F's complaint in a lot less detail than they've presented it. Mr and Ms F have raised a number of reasons about why they're unhappy with Admiral. I've not commented on each and every point they've raised but, instead I've focused on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, it simply reflects the informal nature of this service. I assure Mr and Ms F, however, that I have read and considered everything they've provided.

When I look at a storm claim complaint, there are three issues I consider.

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Is the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

Admiral accepts there were storm conditions around the date of the damage, based on there being very strong winds. So I don't think it's disputed that a storm took place. I'll therefore consider point two.

Mr and Ms F said tiles were lifted by high winds, which allowed water to penetrate the roof structure, and cause water damage to the bathroom. I think this would be consistent with damage a storm typically causes, so I've gone on to consider point three.

Admiral's surveyor carried out two inspections. The latter inspection in March 2024, was carried out after the roof covering was removed. The surveyor concluded there was no evidence of storm damage to the roof, and the water damage to the bathroom below the roof, was caused by insufficient lead work within the roof valley. I've seen the pictures included within the surveyor's report, and I think this supports the surveyor's comments on the lead work.

Mr and Ms F said the surveyor couldn't have inspected the cause of the damage properly without being on the roof or removing parts from the roof. But given the inspection was carried out by a surveyor, I consider they were entitled to decide how much information they needed in order to reach their conclusions. And I don't think they were required to get onto the roof or remove parts to make a finding on the cause of damage. Overall, I consider the surveyor's findings, accompanied by photographs, to be persuasive in the circumstances.

Mr and Ms F's report was carried out by a roofer. This concluded storm was the primary cause of the roof damage and water ingress. But the report wasn't supported by images and it didn't comment directly on the lead flashing. Mr and Ms F said damage was caused by storm to the lead flashing, but I can't see this conclusion was reached by their roofer in his report.

Overall, for the reasons outlined above, I'm more persuaded by the conclusions reached by Admiral's surveyor. So I don't think Admiral acted unfairly in saying the damage wasn't caused by a storm.

Mr and Ms F said damage was caused to their downstairs bathroom because of water ingress. In certain circumstances, that damage may be covered under accidental damage cover.

Mr and Ms F did take out the optional accidental damage cover on their policy. But the terms of the policy for accidental damage cover specifically excludes loss or damage caused by water entering the home.

I can see it was also made clear in the Insurance Product Information Document (IPID) that Admiral won't cover loss or damage from rain unless caused by a storm. So I think Admiral did highlight the exclusion sufficiently. And in the circumstances, I don't think Admiral was required to cover the damage to the bathroom.

For the reasons outlined above, I don't consider Admiral acted unfairly in declining the claim in the circumstances, in line with the terms and conditions of the policy.

### **My final decision**

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 F and Ms F to accept or reject my decision before 7 April 2025.

Monjur Alam  
**Ombudsman**