

The complaint

Miss B and Mr W are unhappy Admiral Insurance (Gibraltar) Limited (Admiral) have declined the claim they made under their home insurance policy following a storm. They're also unhappy with the service they received during the claim.

As Mr W has been leading in this complaint, and for ease, I've referred to him throughout.

What happened

On 24 February 2024 Mr W reported a claim to Admiral for damage to his roof and subsequent internal damage to his property. He said he believed this was caused by storm conditions at the end of January 2024. Admiral arranged for a surveyor to attend Mr W's property. On 3 April 2024 it declined Mr W's claim. It said based on the information provided it believed the damage had been caused by faulty workmanship/design which was excluded by the terms of the policy. Mr W arranged for his own report to be carried out by a company I'll call L1. He also raised a complaint about Admiral's decision to decline his claim. He was also unhappy he had been given conflicting information about whether storm conditions had been present at the time of loss.

On 22 April 2024 Admiral issued a final response on Mr W's complaint. It said it was the opinion of the surveyor that the condition of the roof was poor and this caused the water ingress into the property. It said it thought the damage had been ongoing for some time and wasn't due to a single storm weather event and this wasn't covered by the terms of Mr W's policy. It said the report from L1 did indicate some physical damage, but also that the condition of the roof was brittle and so didn't think the storm was the dominant cause of this damage. It said its handler hadn't left clear notes on its system which meant Mr W had to provide information he had already provided and was given misleading information about whether the policy definition of a storm had been met. It paid £100 compensation. Mr W didn't think this was reasonable and so referred his complaint to this Service.

Following Mr W referring his complaint, Admiral made an offer to resolve the complaint. It said it didn't believe the damage to Mr W's roof had been caused by storm conditions, but given the amount of rain that fell in a short period of time, it would offer settlement for the internal damage caused by penetrating rain due to the damaged roof. It also offered a further £100 compensation bringing the total compensation to £200. Mr W didn't accept this offer.

Our investigator looked into things. She said she thought the reports showed the damage to Mr W's roof happened over a period of time and not as a direct result of the storm. She didn't think it was unreasonable for Admiral to decline the damage to the roof but thought it was fair for it to cover the internal damage to Mr W's property. She thought the compensation Admiral had offered was fair.

Mr W didn't agree with our investigator and provided some further information, including some further comments from L1. Our investigator considered this and issued another view. She said she didn't think the policy definition of a storm had been met, and the damage to the roof hadn't been caused by the storm.

Mr W didn't agree with our investigator. He said the evidence the investigator had relied on to say there hadn't been a storm was based on the incorrect dates. He said Admiral had changed their position, initially saying the damage had been caused by poor workmanship but later saying it was due to wear and tear. He said there were two reports the surface area of his roof was in a good/fair condition and so the damage to his roof had been caused by storm damage.

Following discussions with Admiral, it made a further offer to resolve Mr W's complaint. It said it acknowledged the perimeter of Mr W's roof may have been damaged due to storm conditions, but didn't think the damage to the flat roof was consistent with storm damage. It offered to cover the cost of a fibreglass repair to the perimeter of the roof, which would have been possible had there not been any further damage to the flat area of the roof. This was in addition to its previous offer to settle the claim for internal damage to Mr W's property and pay a total of £200 compensation.

I wrote to Mr W and Admiral to say I thought this offer was fair in the circumstances. I said I was persuaded the damage to the perimeter of Mr W's roof had been caused by storm conditions. However based on the evidence provided I wasn't persuaded the damage to the flat area of Mr W's roof was consistent with the damage a storm typically causes, nor had been caused by storm conditions. I said Admiral had caused Mr W distress and inconvenience and it was fair for it to pay Mr W a total of £200 compensation.

Mr W didn't agree. He said the evidence from L1 explained why there was damage to the flat area of his roof and this was caused by storm conditions. He said Admiral had changed its position on why it was declining his claim. He said Admiral should offer to pay him £3,500 for the cost of repair and £500 compensation.

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 want to acknowledge I've summarised Mr W's complaint in less detail than he's presented it. I've not commented on every point he has raised. Instead I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr W and Admiral I've read and considered everything that's been provided. I've addressed the key points separately.

Damage to Mr W's property

The relevant rules and industry guidelines explain Admiral shouldn't unreasonably reject a claim.

Admiral have now said it accepts the damage to the perimeter of Mr W's roof could have been caused by storm conditions. However, it has said it doesn't believe the damage to the flat area of Mr W's roof is consistent with the damage a storm typically causes. Nor does it believe it has been caused by a storm.

I've therefore considered whether this is reasonable in the circumstances.

When considering whether a claim for storm damage should be successful, we consider the following:

- Was there a storm on or around the date the damage was said to have happened?

- Is the damage consistent with the damage a storm typically causes?
- Were the storm conditions the main cause of the damage?

Only if the answer is 'yes' to all of these questions would I consider this claim should be paid.

Admiral haven't disputed there were storm conditions on or around the date the damage was said to have happened and so I've focussed on the other two questions.

Admiral arranged for a surveyor to attend Mr W's property. He has said in his report there is a level of cracking to the flat roof, not consistent with storm damage. I acknowledge the surveyor doesn't mention the damage to the perimeter of Mr W's roof, but he did review the damage to the flat area of the roof. The report from L1 highlights cracks to the roof surface and a brittle surface. It also highlights blistering underneath the roof surface. The photographs from both reports show this damage along the flat area of the roof which is some distance from the damage to the corner of the roof. Following its report, L1 have said where the storm damage has occurred, it has caused extreme pressure, pulled the perimeter edge and cracked the membrane.

Admiral's technical claim operation manager has said they don't believe the limited area of damage would have allowed water to spread under all of the roof covering. They've said the damage appears more consistent with the failure of the roof covering rather than what would generally be seen by storm damage. They've said the water penetration is more likely due to the brittle cracking pattern. Based on the evidence available, including all the reports provided, and L1's further commentary, I find Admiral's explanation of how this damage has more than likely occurred to be persuasive.

Admiral have also made comments about poor workmanship and the quality of design. Given the age of the roof, I'm minded to agree with this as I'd expect a roof of this age to last longer without such issues.

As I'm not persuaded the damage to the flat area of Mr W's roof is consistent with the type of damage a storm typically causes, nor been caused by storm conditions, it wouldn't be fair or reasonable to require Admiral to cover the repair or replacement to this part of Mr W's roof.

Therefore, I think Admiral's offer to cover the cost of what a repair to the corner of Mr W's roof would have cost, along with the internal damage that has been caused is reasonable in the circumstances. I acknowledge Mr W has said no company would agree to repair only the corner of the roof given the other damage which I accept. However as explained it wouldn't be reasonable to require Admiral to cover the cost of the repair to the entire roof given I'm not persuaded the further damage was as a result of a storm.

I note Mr W wants to know exactly how much Admiral would be paying to settle his claim however this would be for Admiral and Mr W to discuss.

Customer service

Admiral have acknowledged it didn't handle Mr W's claim as well as it should have done and so have offered to pay £200 compensation. Therefore I've considered whether this is reasonable to acknowledge the impact caused to Mr W as a result of Admiral's errors.

Admiral's claim handler didn't leave clear notes when Mr W logged his claim. This meant Mr W had to spend unnecessary time repeating information he had already provided. It also meant Admiral gave Mr W inconsistent information about whether or not there had been

storm conditions at the time of loss. Taking into consideration the unnecessary time Mr W spent speaking with Admiral, and distress caused by its errors, I think the £200 Admiral have now offered is reasonable.

My final decision

For the reasons I've outlined above, I uphold Miss B and Mr W's complaint about Admiral Insurance (Gibraltar) Limited. I require it to:

- Pay Miss B and Mr W the cost it would have paid to repair the damage to the perimeter of their roof
- Offer reasonable settlement for the internal damage caused to Miss B and Mr W's property as a result of the damaged roof
- Pay Miss B and Mr W £200 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B and Mr W to accept or reject my decision before 19 March 2025.

Andrew Clarke
Ombudsman