

The complaint

Mr B complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined his claim for storm damage to the entrance of his home, under his buildings insurance policy.

Mr B is represented by Mr L. I’ll refer to Mr B in my decision for ease.

What happened

Mr B said the front entrance wall to his home was damaged during the named storm ‘Darragh’. This happened on 7 December 2024. He contacted Admiral to make a claim and said it sent a loss adjustor (“LA”) to look at the damage. Admiral then declined Mr B’s claim on the basis that the damage was due to a gradual cause. He said this meant his wall was in a poor condition prior to the storm. Mr B disputed Admiral’s decision but it didn’t change its mind, so he complained.

In its final complaint response Admiral said its loss adjustor had observed the damage was caused by a natural breakdown of materials. It said this was supported by the weathering to the bricks and cracks in the remaining portion of wall. In addition, it said the fallen cement formed a dusty substance, which supported its LA’s view.

Mr B didn’t think Admiral had treated him fairly and referred the matter to our service. One of our investigator’s looked into his complaint but she didn’t uphold it. She was more persuaded that pre-existing damage was the underlying cause of the damage. She said the storm had merely highlighted this and wasn’t the reason for the wall collapsing.

Mr B didn’t accept our investigator’s findings and referred the matter to our service.

The complaint has 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.

Having done so I’m not upholding Mr B’s complaint. I’m sorry to disappoint him but I’ll explain why I think my decision is fair.

There are three questions we take into consideration when determining whether a storm caused the damage in question. 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?

If any answer to the above questions is no then an insurer can generally, reasonably decline the claim.

I've looked at the data from 7 December 2024 at the closest weather station to Mr B's home, which is eight miles away. On this day maximum wind gusts were recorded at 54mph.

Mr B's policy defines a storm as:

"Wind with gusts of at least 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".

Admiral hasn't disputed that storm conditions were experienced on the day of Mr B's loss. The weather data shows wind gusts just below Admiral's definition of storm force wind. But as discussed this was eight miles from his home. Based on this information I think it's reasonable to accept that storm force winds could have been experienced. So, I can accept the answer to question one is yes.

A wall being blown over is consistent with damage a storm typically causes. So, the answer to question two is also yes.

The final question I need to be satisfied with is that a storm was the underlying cause of the damage.

I've read the LA's report. He said there was no insured cause for the loss. He reported that the damage had resulted from a natural breakdown of materials.

Admiral has provided its investigation report. This said:

"It is clear from the images in the [loss adjustor] report... that the wall was not in a good state of repair. Cement that has broken away is dusty showing that the materials have broken down over time. There are cracks in the remaining standing wall. The weathering (colour and pattern) to the wall is extensive, showing that this wall has been standing for some time. For these reasons it would not be possible to agree that the wall was in a good state of repair. On this occasion the wind has brought attention to an outstanding issue.."

I've looked at the photos of Mr B's wall after the collapse. This shows the fallen bricks and mortar as well as the sections of wall still standing. There are cracked and missing areas of mortar in the remaining section of wall. There is dust under and around the fallen bricks, which is the same colour as the mortar. This is what Admiral is referring to in support of the deteriorated condition of the mortar and materials having broken down over time.

I've read a letter Mr B provided. It states the writer (Mr L) has experience in dealing with storm claims and is a member of the Chartered Institute of Building. He also has a certificate from the Chartered Insurance Institute. Mr L reports that Admiral made errors in its analysis regarding the cause of the damage. He said the lower section of wall, highlighted by Admiral's LA as having loose and missing mortar, was still standing. Mr L said the base of the wall was structurally sound and unaffected by the wind or the collapse. He said this should be disregarded as the primary cause or a contributing factor.

In his report Mr L said the dusty substance the LA refers to is efflorescence caused by salt within the brickwork. He said this isn't structurally significant. He said there was no staining due to efflorescence on the upper sections of brickwork. He provided historic online street view photos in support of this point. Mr L said this shows the natural breakdown of materials statement is factually incorrect. He said this should not have been used as a causative reason for declining the claim.

In his letter Mr L said the wall was in good condition as proven by the photos available online. Due to the position of Mr B's house, which is on a hill, he said the wind pressure would have been higher and likely exceeded the storm definition in Admiral's policy booklet. He comments on storm Darragh as being the eighth strongest storm in the past 48 years. Mr L concluded that other than some natural ageing and weathering of the concrete capping stones, there is little or no evidence of construction defects or a lack of maintenance.

I can't see that the LA referred to efflorescence in his report. Admiral's investigation report doesn't refer to this either. It says the cement that had broken away is dusty. There is no reference to the efflorescence, which can be seen as a white substance on the face of the brickwork. The dust referred to can be seen to have formed from the light brown mortar that has broken down and can be seen on and around the collapsed part of the wall.

Mr B has also provided a report from an engineer. The engineer said there was no pressure exerted on the now collapsed section of wall by the steps that it bounds. He said the failure pattern of the collapsed wall, which is above the base of the steps, points toward lateral wind pressures rather than ground pressure. Although, he also states this cannot be ruled out as a partial contributing factor. The engineer said if the failure was related to ground pressures, he would expect the wall to have failed on a horizontal mortar bed rather than a diagonal.

I asked Admiral to comment on the information Mr B sent in. it responded to say it agrees with the observation that damage could have been caused by lateral pressure. Whether this was wind or another force. It said it also agreed with the comment regarding ground pressure and the typical damage seen in these cases. But Admiral maintained that the strong wind was not the dominant cause of the walls collapse. It said the single skin construction, signs of weathering and age-related issues, along with the condition of the mortar all contributed to the walls collapse.

I've thought carefully about the expert opinions provided. Having done so I'm more persuaded by Admiral's view that a gradual cause is the underlying reason for the collapse of Mr B's wall. The pre-existing damage is supported by the photos and commentary provided. The dusty remnants of the mortar also support the wall having been in deteriorated state prior to the storm. A well-built wall in good condition should withstand storm force winds. Based on this evidence I think the storm highlighted a pre-existing weakness. It was this that was the underlying cause of the collapse.

I'm sorry that Mr B isn't covered for his loss. But I don't think Admiral treated him unfairly when it relied on its policy terms to decline his claim for the reasons it gave. So, I can't reasonably ask it to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

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

Mike Waldron
Ombudsman