

The complaint

Mr S has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly declined a claim under his home insurance policy.

What happened

Mr S made a claim for storm damage to his property. He later complained about how Admiral had dealt with his claim, including its decision to decline it.

When Admiral replied, it accepted the claim had been dealt with by three different loss adjusters. One had left the business, the second then had a high workload and the third concluded the claim. However, it said it found no errors in how it had dealt with this. It accepted that on one occasion there had been a gap in its communications. It also said it was reasonable for it to request further information to assess the condition of the roof prior to the storm. But it should have responded to the information provided more promptly. It said there had been unnecessary delays in the claim handling overall. However, it didn't assess that it needed to appoint a new supplier for the claim. The evidence supported that the roof was in poor condition. It said the policy didn't cover gradual damage and it was reasonable that it declined the claim. It offered £150 compensation for the issues identified.

Mr S brought his complaint to this Service. Admiral reviewed the complaint again and offered a further £150 compensation. It said this was because of the lack of information it provided to Mr S about why the claim was declined. It said the roof was clearly at the end of its lifecycle and it believed the damage could have been prevented. It said Mr S's home survey before he purchased the property clearly showed issues with the roof at that time.

Our Investigator said Admiral accepted there had been a storm. However, Mr S would have been aware of the pre-existing issues with the roof because these were in his home survey. So, he said it was reasonable for Admiral to decline the claim for the roof based on it being gradual damage. Mr S was also aware of internal damage to his property prior to the storm. So, he said Admiral also didn't need to cover this damage. He said the claim had been poorly handled, but that the £300 total compensation Admiral had now offered was fair in the circumstances.

Mr S asked for the complaint to be looked at by an ombudsman. He said his primary concern was about how his claim was handled, rather than the claim outcome. So, the complaint was referred to me.

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'm aware Mr S has said his main concern was how Admiral handled his claim, but I will start by looking at whether the claim decision was fair.

When we look at a storm claim complaint, there are three main issues we consider:

1. do we 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?

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, Admiral didn't seem to dispute there had been a storm. Looking at the weather around the time Mr S said the damage happened, there were windspeeds of up to 54mph. The policy said wind gusts had to be at least 55mph. However, I think it was reasonable that Admiral proceeded on the basis there was a storm. I also think a storm could cause damage to a roof.

So, I've thought about the third question, which is whether the storm was the main cause of the damage. Admiral's surveyor report noted that Mr S's roof quote said the roof was in poor condition. Admiral requested Mr S's pre-purchase survey for the house, which had been carried out a couple of years earlier. The survey said the pointing to the ridge tiles was defective and the roof was at the end of its life cycle and needed to be replaced. Admiral declined the claim based on gradual deterioration, which was an exclusion under the policy. Because of the survey, Mr S would have been aware of the issues with the roof before the storm. So, based on everything I've seen, I think it was fair for Admiral to decide the storm wasn't the main cause of the damage and to decline the claim for the roof.

There was also internal damage. The only part of the policy that would have covered this was the accidental damage cover. The policy said this was "*Sudden, unexpected and visible loss which has not been caused deliberately*". Mr S said that before the storm he had to clean mould off an internal wall about every six months. Following the storm, he had to do this about every month. So, based on Mr S's description, I don't think I can fairly say this met the definition of accidental damage. It was an ongoing issue that Mr S was aware of before the storm. So, I don't think Admiral needed to deal with the internal damage either.

Mr S has said he was particularly concerned by how Admiral dealt with the claim though. Admiral accepted there were issues with the claim handling and that it had been dealt with by three loss adjusters. I've looked at what happened during the claim. I can see from the claim notes that Mr S was frustrated that he kept having to chase for updates and progress on the claim. Admiral also took longer than it should have to assess a report. Mr S was also, understandably, concerned about the impact because of the changes in loss adjuster. Admiral initially offered £150, which it has now increased to £300, for the issues with the claim. Having thought about this, I think the £300 Admiral has now offered is fair in the circumstances. It is in line with the amount I would have required Admiral to pay had it not already offered this amount. So, I require Admiral to pay a total of £300 compensation to resolve this complaint.

My final decision

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £300 in total to settle the complaint and I think this offer is fair in all the circumstances.

So, my decision is that Admiral Insurance (Gibraltar) Limited should pay £300 in total.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 16 October 2025.

Louise O'Sullivan

Ombudsman