

The complaint

Mr K complains about Admiral Insurance (Gibraltar) Limited (“Admiral”) for declining his claim for damage to his roof. He wants Admiral to reconsider his claim.

What happened

Mr K lives in a semi-detached home with a dormer window upstairs. This has a flat felted roof, with flashing along the sides. He insured his home with Admiral.

In January 2024, severe weather occurred around Mr K’s home. Winds of 54mph were recorded, and a prolonged period of heavy rain took place.

Mr K observed water ingress into the upstairs bedroom.

He submitted a claim to Admiral on the basis of storm damage.

Admiral instructed an agent to handle the claim. An assessor visited the property and took photos on a pole camera and inside the property. The assessor established that Mr K had previously experienced a leak in the same location and that the roof had been repaired around 10 years previously.

Mr K advised that when that previous repair had been carried out, the contractor had cut back the felt of the sloping roof in order to fit the flat roof felt.

The assessor considered that the internal damage was covered, but that the roof itself was not covered under the storm peril. The assessor considered that the damage to the roof itself was poor workmanship from the previous repair.

Admiral offered Mr K settlement for the internal damage but declined to pay for the roof.

Mr K complained.

Admiral sent its final response letter in July 2024. It upheld Mr K’s complaint and changed its view from relying on poor workmanship. Instead, Admiral considered that the roof had been coming to the end of its natural life and the damage to the roof was not an insured peril.

Admiral also upheld that Mr K’s claim had changed hands a number of times, and that the supplier’s report contained a number of inaccuracies.

Admiral offered Mr K £300 compensation to reflect its failings and maintained its decision to decline the claim for the roof itself.

Mr K was unhappy with this and contacted us.

One of our investigators has looked into this matter and considered that Admiral had to do more to put matters right. The investigator considered that Admiral had sought to introduce new reasoning for the decision to decline the claim for the roof, including that the roof was at the end of its expected lifespan, and that this had not been evidenced.

Our investigator recommended that Admiral reconsider the claim in line with the policy terms and that Admiral should increase its offer of compensation to Mr K for the issues in service to £450.

Admiral has not accepted that view, and the matter has been passed of an ombudsman decision.

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.

When considering complaints about claims for storm damage, we usually consider three questions. These are i) was there a storm, ii) was there damage consistent with damage sustained in a storm, and iii) was the storm the operative reason for any damage.

In this instance, Admiral has accepted that there were storm conditions at the time of the loss, and that water penetrated the roof during the period of heavy rain and high winds.

The difficulty in answering the next questions is that Admiral has relied on differing reasons and exclusions over the course of its responses to Mr K, and then latterly to our service.

In the initial report, the assessor considered that the water ingress was due to faulty workmanship by a previous contractor.

Admiral has subsequently moved away from that reasoning because it acknowledges that faulty workmanship would usually manifest in a much shorter time than around 10 years.

Admiral subsequently argued, in its final response letter, that the roof was at the end of its expected life and that the claim was due to wear and tear. This contradicted information in the assessor's report which noted that felt on the flat roof itself looked in ok condition.

My colleague considered that Admiral had not given proper justification of its decision to decline the claim for the room, and that this, in addition to the disruption of the way that the claim was handled, was unfair to Mr K.

I agree that the decision, and the information in the final response letter given to Mr K were not properly justified or supported by the available evidence, and that those decisions to decline the claim, based on the inadequate report and conclusions, were unfair.

My colleague recommended that Admiral reconsider the claim in line with the remaining policy terms (i.e. not including any exclusion of faulty workmanship) and issue Mr K with another decision.

My colleague also recommended that Admiral pay compensation to Mr K for the impact the poor customer service and the poorly reasoned decision to decline his claim for the roof itself had on him.

Subsequent to my colleague issuing his view, Admiral has further commented that there is no evidence of damage caused by a storm, such as lifted felt, movement or impact, and also that there is evidence of ponding of water on the roof photographs, indicating that the felt had begun to sag, potentially due to thermal weathering.

I have not reached a view on whether the roof itself ought to be covered, but I do consider that it is unfair for Mr K to be given one set of reasons for a declination, and for those

reasons to then shift over time to become another set of reasons and exclusions. Mr K ought to have been given a considered decision, which included all of Admiral's reasoning, as part of his complaint to the business, so that he could consider whether he accepted that decision or wished to complain.

The decision he received, up to and including his final response letter, was contradictory with the evidence relied upon, or otherwise incorrect (in relying on poor workmanship).

I therefore agree with my colleague that the decision given to Mr K was wrong, and that Admiral ought to reconsider the claim in line with the remaining policy terms and issue a new decision on the claim.

For the avoidance of doubt, I have not reached a view on whether the claim should succeed, only that the decision Admiral made to decline the claim, and the way that this was communicated to Mr K, was contradictory and unfair.

It may be that Admiral can still fairly decline the claim if it can demonstrate the reasons for its decision, as applied to Mr K's case. Admiral may find it helpful to consider the questions that we look at when determining storm claims when reconsidering the claim.

I am aware that Mr K was going through a very difficult time at the time of these events and since. Receiving confusing accounts of a decision which contradicted themselves, has been very upsetting and disruptive for him.

I agree that Admiral ought to compensate Mr K for this confusing and contradictory decision, and the way it was communicated to Mr K, and that the appropriate level of compensation for these issues is £450, including any payments that Admiral has already made.

Putting things right

In order to put matters right, Admiral should reconsider Mr K's claim, including any evidence from the contractor who carried out repairs for Mr K, and consider this in line with the policy terms. Admiral may not rely on any exclusion relating to poor workmanship in its next decision.

In addition, Admiral should pay to Mr K a total of £450 compensation for his distress and inconvenience resulting from the initial decision to decline the roof claim, and for the way the claim was handled.

My final decision

For the reasons given above, I uphold Mr K's complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Reconsider Mr K's claim for damage to his roof in line with the remaining policy terms (not including faulty workmanship); and
- Pay to Mr K a total of £450 compensation, including any compensation already paid to Mr K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 15 October 2025.

Laura Garvin-Smith

Ombudsman