

The complaint

Mr M and Mrs Z complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) didn’t settle their storm claim fully under their home insurance policy.

What happened

Admiral declined Mr M and Mrs Z’s claim for storm damage but offered to repair “*the internal stormwater damage*” that was caused by the incident. Mr M and Mrs Z’s brought a complaint to our service in relation to Admiral’s decision, about non-payment by Admiral of an invoice for £2,850 for works relating to the roof. Our service decided Admiral had been fair in not reimbursing this invoice.

Subsequently, Mr M and Mrs Z have complained to Admiral as they don’t think it has been fair in not offering to pay for further works that have been quoted, costing £2,250, relating to the original incident. Mr M and Mrs Z would like this settled as they have builders waiting to complete the works.

Admiral said the repairs weren’t covered by the policy under the storm damage peril and the works covered under the quote didn’t fall under its offer to complete the internal repairs.

Mr M and Mrs Z also don’t feel like they’ve received regular communication and have had to chase Admiral to progress matters. Admiral acknowledged a couple of areas it could’ve done better, and paid Mr M and Mrs Z £50 compensation for the distress and inconvenience caused.

Our investigator decided not to uphold the complaint. He said Admiral had been fair not paying for the work as there was no storm damage, and the work was structural as opposed falling under the internal works which Admiral had previously agreed to pay. Mr M and Mrs Z disagreed, so the case has been referred to an ombudsman.

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.

Before I make my response on this specific complaint. I wanted to clarify that our service is bound by the rules of the Financial Conduct Authority (FCA). It has already been explained to Mr M and Mrs Z in formal communications that our service can’t consider complaints twice, specifically under DISP rule 3.3.4.B.

So, my decision is focused on Admiral’s unwillingness to pay the invoice for £2,250 and not on any of the previous complaints Mr M and Mrs Z have raised. Admiral said the damage wasn’t storm related and wasn’t covered by its offer to cover the internal works.

I’ve first considered Admiral’s decision not to cover the damage under the storm peril. This has been consistent with Admiral’s approach throughout the claim. Admiral said the damage was caused by wear and tear, rather than storm conditions.

For a claim to be valid, under the storm peril – there needs to be evidence of storm like weather. Mr M and Mrs Z said the damage was caused by heavy rainfall. The policy defines what storm like rain is, it states there needs to be “*heavy rainfall at a rate of at least 25mm per hour*”.

When the claim was made, Mr M and Mrs Z said the storm was on 18 June 2023. I have access to weather reports at our service, so I have checked these. The peak rainfall recorded in the 24 hours was 5.2mm per hour. Unfortunately, this rainfall, whilst heavy, doesn't meet the policy definition of a storm.

Therefore, I think Admiral has been fair in not covering this claim under the storm peril. As such, the quote Mr M and Mrs Z has provided for £2,250 wouldn't be covered by the storm peril within the policy.

However, I've noted Admiral did say it would repair the internal damage caused. However, it has said it won't pay the invoice Mr M and Mrs Z have disputed as it doesn't interpret the work as “internal”.

I've read the quote and it explains the work is replacing the damaged joists and the resultant damage from carrying out that work.

Mr M and Mrs Z have explained “*The joists in question are internal supporting structures necessary for the reinstatement of the ceiling. Without the joists being properly repaired and secured, the internal works already approved by Admiral – including reboarding, plastering, and decorating – cannot be safely or practically completed.*”

It is disingenuous for Admiral to agree to fund internal works, while simultaneously refusing to pay for the very structural work required to enable those repairs. This creates a partial and unworkable settlement, effectively leaving us with funds for work that cannot be completed without further out-of-pocket expense”.

I understand what Mr M and Mrs Z are saying. The joists are necessary before the internal repairs can be done. However, I don't think this changes whether the cost of repairing / replacing the joists should be covered by Admiral. Whilst, I appreciate this is expenditure Mr M and Mrs Z would prefer not to pay themselves, I don't think it's fair to ask Admiral to pay for it when it isn't covered by the policy.

I appreciate Mr M and Mrs Z may not have had a claim like this before, but it's common in the industry when a claim is declined for storm damage that some insurers act in a reasonable way by covering the damage internally. As Mr M and Mrs Z have said, this would cover repairs such as damaged reboarding, plastering and decorating. But, I wouldn't expect Admiral to replace or repair the joists. These were damaged by wear and tear (as Admiral has explained to Mr M and Mrs Z previously) and wouldn't be covered by the policy. Therefore, I don't uphold this complaint.

It's maybe worth Mr M and Mrs Z having a conversation with Admiral to schedule this work. It's maybe sensible to leave the internal works until after the joists have been repaired by Mr M and Mrs Z's own contractor. Additionally, Admiral may be able to consider offering a cash settlement to complete the internal works (the areas damaged), rather than using its own contractors to do the work. That is ofcourse if Mr M and Mrs Z would find this useful and would like to use it as contribution towards the quote.

My final decision

My final decision is that I don't uphold this complaint. I don't require Admiral Insurance (Gibraltar) Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M and Mrs Z to accept or reject my decision before 19 September 2025.

Pete Averill
Ombudsman