

## **The complaint**

Mr P complains about the way Admiral Insurance (Gibraltar) Limited (“Admiral”) dealt with a claim he made on his home insurance policy following a leak.

## **What happened**

Mr P held buildings insurance with Admiral. This covered, amongst other things, the cost of putting right claim-related damage to the building as the result of an insured event.

In August 2022 Mr P reported damage to his property caused by a leak in his bathroom. Admiral declined the claim since the damage was caused due to failed sealant/grout which it said was an exclusion on the policy.

In November 2024 Mr P made a further claim for water damage following a leak in his bathroom. Admiral took steps to validate the claim and concluded that Mr P hadn’t addressed the previously identified issues with the failed sealant or grout. Admiral said Mr P failed to mitigate further damage. So the claim was declined.

Mr P didn’t agree and said he had two claims for damage caused by an escape of water from his bathroom, and both were repaired by plumbers. Mr P says the first leak was wear and tear due to an issue with the sealant around the bath and the second issue was a split in the hot feed tap connector which burst. Mr P says he didn’t repair the plastering on the ceiling but says that has no impact on the damage from the leak.

Mr P complained to Admiral. Admiral said its decision to decline the claim was fair based on the information and evidence available to it at the time, and in line with the policy terms. It appointed an agent to validate the claim and concluded the damage was not caused by an insured event.

Mr P remained unhappy, so he asked our Service to consider his concerns. Our Investigator didn’t recommend the complaint be upheld as he was satisfied Admiral handled matters in line with the policy terms based on the evidence it had. Mr P didn’t agree, so the complaint has come 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.

I should explain that I won’t be repeating the entirety of the complaint history here in my decision, or commenting on every point raised. Instead, I’ve focussed on what I consider to be the key points that I need to think about in order to reach a fair and reasonable conclusion. This reflects the informal nature of this Service, and our key function; to resolve disputes quickly, and with minimum formality. However I want to assure both parties I’ve read and considered everything provided.

Having considered the evidence, I've reached the same overall conclusion to that of the Investigator. I'm satisfied Admiral treated Mr P fairly and I'll explain why.

When considering Mr P's complaint, I have relied on the expert opinions provided. I understand Mr P strongly believes his claim should be covered by Admiral.

Admiral's contractor initially attended Mr P's property. The report confirms, "*upon viewing the damage to the ceiling, and the level of mould growth to the plasterboard, it appears that the leak is not recent and is a result of a long-standing issue.*"

Mr P says he had the damage repaired after the initial claim in 2022. However Mr P's report says, "*the previous company tried to sort the original leak by saying it's the silicone seal around the bath which isn't the case even though it's in bad repair.*" And this suggests that repairs carried out following the 2022 leak were inadequate. Mr P's contractor says, "*as you can see from the pictures below the leak has been constant for quite a while even number of years.*"

There is no dispute that there has been an escape of water and damage as a consequence of the leak. However, I haven't seen anything which persuades me the damage caused is as a result of an insured event. I say this because the evidence I've seen confirms the damage has been caused over a period of time or gradually. And the policy is clear that any loss or damage caused by anything that happens gradually is excluded.

So, while there may have been a leak which resulted in damage to Mr P's home, this was only possible because of the condition of the bathroom already.

I know my decision will be disappointing for Mr P. But after considering everything, I'm satisfied that Admiral's assessment of the damage was reasonable and that it was fair for Admiral to rely on its contractor's advice.

### **My final decision**

For the reasons explained above, I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 13 March 2026.

Kiran Clair  
**Ombudsman**