

The complaint

Mr and Mrs J complain that Admiral Insurance (Gibraltar) Limited declined a claim for storm damage on their buildings insurance policy. Mr and Mrs J were also unhappy with the service provided by Admiral during the claim.

What happened

Mr and Mrs J raised a claim in late January 2025 due to damage caused to their property due to high winds. Admiral declined the claim as they didn't think the weather was bad enough to be classified as a storm. Mr and Mrs J complained but Admiral didn't uphold the complaint. Mr and Mrs J were still unhappy and brought the complaint to this service. Our investigator upheld the complaint. He felt the claim hadn't been unfairly declined as the weather didn't constitute being a storm. However, he felt the service provided by Admiral wasn't to the standard it should have been. He awarded £150 compensation. Both parties appealed. Mr and Mrs J believed there had been a storm. Admiral didn't agree the service provided warranted compensation. As no agreement could be reached, the complaint has been passed to me to make a final decision.

I initially disagreed with our investigator's view, so I issued a provisional decision in this case. Following responses from both parties my outcome changed. So, I issued a further provisional decision to give both parties a further opportunity to respond.

What I provisionally decided – and why

I initially issued the following provisional decision on this complaint as my findings were different from that of our investigator, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold the complaint but for different reasons. I've explained why in more detail below.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly, and not unreasonably decline it. So, I've thought about whether Admiral acted in line with these requirements when it declined to settle Mr and Mrs J's claim.

At the outset I acknowledge that I've summarised their complaint in far less detail than Mr and Mrs J have, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a service, when we look at complaints about storm damage, there are three questions that we need to ask:

- Were there storm conditions on or around the date of the claim?*
- Is the damage consistent with storm damage?*
- Were the storm conditions the main cause of the damage?*

If the answer to any of these questions is 'no', then the claim won't succeed. Admiral also considered these questions and felt the answer to the first question was 'no'. Our investigator agreed with Admiral based on the file they provided.

I've considered whether there were storm conditions on or around the date of the claim. Admiral's definition of a storm includes wind speeds of at least 55 mph. Admiral has provided an image of their weather app they checked when considering the claim. This shows there was a max wind speed of 44mph on 23 January 2025 and 47mph on 24 January 2025. The screenshot doesn't confirm how far the weather readings were taken from Mr and Mrs J's property.

I've checked a weather app that we have access to. This confirms that on 24 January 2025 a max wind speed of 54mph was recorded just 0.3 miles from Mr and Mrs J's property. I've also checked the MET Office website. This confirms that Storm Eowyn impacted the UK on 24 January 2025. This was the day before Mr and Mrs J raised their claim.

Whilst the wind speed wasn't quite high enough to meet the policy definition, I don't think this matters. A wind speed of 54mph would be fast enough to cause considerable structural damage according to the Royal Meteorological Society (RMS). As set out above, the MET Office also classified the weather as a storm. Even at 47mph as recorded by Admiral, the RMS says that structural damage can be caused to buildings. So, based on what I've seen, I think Admiral should have considered the weather as a storm.

Normally we'd move on to assessing the further two questions. However, Admiral hasn't assessed these criteria yet. This service doesn't handle claims, just reviews outcomes of complaints. So, Admiral should review the claim further on the basis that there was a storm. I appreciate that it must have been frustrating for Mr and Mrs J to have their claim declined. I've considered everything in the round and I think Mr and Mrs J have been caused an unreasonable amount of distress and inconvenience which has required a reasonable amount of effort to sort out and has impacted Mr and Mrs J over several weeks. In line with our website guidelines, I'm also intending to award £200 compensation for the trouble and upset caused."

Following responses from both parties, I issued a further provisional decision. I said:

"I've thought carefully about the responses to my provisional decision. Having done so, while I appreciate it will come as a disappointment to Mr and Mrs J, my conclusion has now changed. I'll explain why.

In coming to my initial outcome, it was unclear when Mr and Mrs J were reporting the loss having occurred. The first notification of loss was on 25 January 2025. Admiral's claim notes didn't confirm the actual date of loss. In Admiral's claim notes, they'd also checked the weather records for the 24 and 25 January.

Admiral has now provided us with some more information around the date of loss. They've said Mr and Mrs J provided the following information when reporting the claim:

“During the extreme bad weather of both excessive winds and rain, during the period /timeframe of 22/01/2025 and 23/01/2025, I am unable to give you a precise timing but have entered a time of 2.00am because it only allows one specific time. It has caused extensive damage to the concrete which secures the roof tiles. On the morning of the 23/01/2025 we discovered a quantity of cement on the floor.”

As the damage was discovered on 23 January 2025, it couldn't have been caused by the winds stated in my initial provisional decision which happened later.

I've reviewed the weather records from 22 January 2025 to the 23 January 2025, but there aren't any wind speeds that would be recorded as a storm. Whilst I acknowledge the argument made by Mr and Mrs J around the local area and the impact this may have on wind. Mr and Mrs J have also referenced some newspaper articles from the time. I've located most of these articles, on the whole, these articles are referring to the winds expected from Storm Eowyn on 24 January 2025, so after the damage was caused.

The onus is on Mr and Mrs J to evidence they have a valid claim and the terms of the policy have been met. Based on what I've seen, and the date of loss, I don't think they've done this. So, I don't think it was unreasonable for Admiral to decline the claim.

In my provisional decision, I awarded compensation to Mr and Mrs J. This was to cover the trouble and upset caused due to Admiral incorrectly declining the claim. As I no longer think this is the case, I no longer think the compensation is warranted. The investigator awarded compensation for how Admiral dealt with the claim. However, based on what I've seen I don't think they dealt with it unfairly or unreasonably. So, I don't think any compensation is warranted for the handling of the claim.”

Therefore, I wasn't minded to direct Admiral to do anything further as I didn't think they'd done anything wrong.

Responses to my provisional decision

Admiral didn't respond to the provisional decision by the deadline.

Mr and Mrs J confirmed they didn't agree with my provisional decision. They made the following points:

- It's unfair the onus is on them to prove they have a valid claim
- Admiral's phone lines had an automated message stating they were busy due to storms
- Still doesn't think the service provided was good enough
- They were willing to work with an independent assessor on the claim
- Maintain a venturi/wind tunnel effect could have increased wind speeds and caused the damage

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've thought carefully about the responses to my provisional decision. Having done so, while

I appreciate it will come as a disappointment to Mr and Mrs J, my conclusions remain the same. I'll explain why.

When an insurance claim is made, the onus is always initially on the customer to show an insured event has occurred. Whilst Mr and Mrs J have shown damage to their property, it needs to have been caused by an insured peril. Whilst I appreciate it's difficult for them to evidence specific wind speeds, Admiral and this service have access to weather data, this data doesn't show a storm occurred at the time of loss.

Mr and Mrs J have provided some further news articles. These articles were all prior to the date of loss. They're reporting on weather warnings that had been issued. The articles don't confirm any specific wind data. The articles also report on a yellow warning being issued. A yellow warning is to indicate a high likelihood of a low impact, or a low likelihood of a high impact. Once again, this doesn't help to determine the wind speeds that actually occurred and whether an insured event occurred.

Whilst I accept the theory of a venturi/wind tunnel effect, I've got no evidence to support this happened or that as a result the wind speeds would have reached a level for the weather to be classified as a storm.

I appreciate Mr and Mrs J were willing to work with an independent assessor, but based on the circumstances, I don't think it was unreasonable that Admiral didn't offer to involve one. Should Mr and Mrs J arrange one themselves, I would expect Admiral to review any information provided by them further.

I don't find it surprising that Admiral's phone lines were busy when Mr and Mrs J attempted to call them. From the records they've provided, they attempted to call them from the 25 January onwards. This is when Storm Eowyn had hit the country as per my initial provisional decision. Storms won't always impact the whole country and so there might be places affected when others aren't.

Whilst Mr and Mrs J still don't think the service provided was good enough, they haven't provided any more details as to why not. I've not received anything that can change my initial outcome. So, my decision on this point remains the same for the same reasons.

I'm very sorry that my decision doesn't bring Mr and Mrs J more welcome news at what I can see is a very difficult time for them. But in all the circumstances I don't find that Admiral has treated Mr and Mrs J unfairly, unreasonably, or contrary to the policy terms and conditions in declining the claim.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint. I don't require Admiral Insurance (Gibraltar) Limited to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J and Mr J to accept or reject my decision before 8 October 2025.

Anthony Mullins
Ombudsman