

The complaint

Mrs M was unhappy part of her claim for storm damage to her wall was unfairly declined by Admiral Insurance (Gibraltar) Limited ("Admiral") under her home insurance policy.

What happened

Mrs M made a claim to Admiral when bad weather caused damage to the boundary wall of her property. Mrs M explained the tiles on the top of the wall were dislodged allowing the heavy rain to soak into her "cob" constructed wall; *"it expanded and blew the cob out"*.

Admiral appointed a surveyor to review and validate the damage. The claim was initially declined, but when Mrs M complained, Admiral sought a second opinion. Admiral then agreed to cash settle the cost of replacing the tiles that had been dislodged / blown away and paid £250 compensation for the distress and inconvenience caused. However, Admiral maintained its decision not to cover the "cob" wall itself as it thought the main cause of damage was a gradual cause, which wasn't covered by the policy.

Mrs M maintains the storm was the main cause and wants her claim settled in full. She's been quoted around £5,000 to have the wall replaced.

Our investigator decided not to uphold the complaint. He thought Admiral had reached a fair decision based upon the evidence available and he thought it had correctly applied the terms and conditions of the policy. Mrs M 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.

Having done so, I don't uphold this complaint. I know this will be disappointing for Mrs M, so I'll outline my reasoning for reaching this decision.

Our service has a defined process when we consider storm claims. There are three questions we consider:

1. Do I agree that storm conditions occurred on or around the date the damage is said to have happened?
2. Was the damage claimed for consistent with damage a storm typically causes?
3. Were the storm conditions the main cause of the damage?

I will use this structure to work through the complaint. I'm likely to uphold the complaint if the answer to all three is 'yes'. If the answer to one of the questions is 'no', I'm unlikely to uphold the complaint.

Do I agree that storm conditions occurred?

Admiral agreed storm conditions were present at or around the time of the reported incident, so I've moved to the next question.

Was the damage claimed for consistent with damage a storm typically causes?

Admiral explained the winds recorded around the time of the incident peaked at 59mph. I think a storm could blow tiles from a wall.

Mrs M has explained there was around 50mm of rainfall around the time of the reported incident. In the 7 day period around the reported incident (3 days before and 3 days after) there was this level of rain; the heaviest of rain fell on the 26 Jan (2 days after the reported incident). The weather report shows most of the rain falling in this period was light to moderate rain, with only heavy rain recorded for less than an hour, two days after the reported incident.

I think a "cob" wall, one constructed from a mixture of clay, sand, straw and water could absorb water, but I'd need to defer to an expert to understand whether the circumstances experienced would've caused the damage presented. So, I'll move on the final question.

Were the storm conditions the main cause of the damage?

Admiral said the damage to the wall was declined as it thought the damage had happened gradually rather than due to a one-off event.

I've checked the policy and it states:

"General exceptions to your Home Insurance cover

We will not cover you for or be liable for any of the following: 10. Gradual causes:

Any loss or damage caused by anything that happens gradually, including wear and tear, wet and dry rot, or damage due to exposure to sunlight or atmospheric conditions, settlement, mildew, rust or corrosion".

Therefore, if Admiral has evidenced the damage was more likely caused gradually rather than through a one-off storm event, then I'm likely to say it's been fair to decline the part of the claim related to the "cob" wall.

Admiral used an expert surveyor to inspect the wall, so I've seen what he observed when visiting the property. He said:

"The damage is to a boundary wall in the car park area of the property.

The damage caused is to the main wall structure. Water has made entry through the top of the wall and weakened the structure resulting in a loss of material from the external face. There are multiple areas of blistering and cracking to the external face. The wall is showing moderate signs of aging/ weathering /lack of maintenance in the form of delamination of the lime render, widespread cracking of the render in various areas and blistering of the paint covering, which in my opinion makes this not a valid claim; this demonstrates that the condition of the wall has not been maintained. The decoration applied to the wall appears to be acrylic or oil based in composition and this may have accelerated the decay of the structure as the cob/ lime render has been prevented from drying properly.

Whilst the damage seen to the wall at the time of the survey has been caused by extreme storm conditions subject to validation on the date of the loss, the issues with the wall were pre-existing in my opinion.

I do not believe this claim is valid as the damage seems to be historical, evidence suggests the wall has been subject to water saturation for a long period of time and has not been caused by a one-off event".

Mrs M disagrees with the expert surveyor's assessment. She said *"the wall was well maintained it had been lime washed and no acrylic paint applied. No consideration has been given to the quantity of rain that my property had been subjected to".*

I've noted Mrs M has provided a quote for a replacement wall, made from a different construction ("block wall"). However, there is no expert evidence provided by Mrs M to support what she's explained.

I've reviewed the photographs provided by the surveyor and I do think his commentary is fair and consistent with what I can see in the photographs. In other words I find his expert opinion persuasive. I appreciate what Mrs M has said about the amount of rain, and I'm sure the rain contributed to the current condition of the wall. However, I think it's more likely that the damage was caused over a longer period of time, rather than from the one-off storm.

What was particularly noticeable in the surveyor's photographs, was how badly damaged Mrs M's wall was, the damage was visible from top to bottom of the wall. If the damage was from a one-off incident, I would've expected greater damage at the top of the wall than compared to the bottom. Mrs M's wall shows consistent erosion all over. I'm not persuaded 50mm of rainfall over a one week period would cause this damage.

I'm persuaded by the expert opinion of the surveyor and the photographic evidence supports what has been said. Therefore, on the balance of probabilities, I think it's more likely the wall has been damaged over a longer period of time and the one-off storm has merely contributed to the ongoing erosion. I think Admiral has been fair in declining the claim in line with the policy conditions.

I think Admiral has been reasonable in covering Mrs M's lost tiles, and I think the £250 compensation is a fair award for the inconvenience caused by Admiral making this decision which delayed the payment of the cash settlement.

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 Mrs M to accept or reject my decision before 26 December 2025.

Pete Averill
Ombudsman