

The complaint

Mr D is unhappy that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined his claim for storm damage under his home insurance policy.

What happened

Mr D made a claim to Admiral when he said damage to his roof tiles subsequently damaged the waterproof membrane beneath, allowing water to leak through the roof and into his attic. Mr D said the damage occurred during recent storms, which he mentioned occurred in February 2022 and February/March 2023.

Admiral appointed a surveyor to review and validate the claim. Based upon the surveyor’s report, Admiral decided to decline the claim. It said the damage wasn’t caused by a one-off event which was covered by the policy, rather the damage had occurred over a period of years through bad weather. Admiral also highlighted signs of wear and tear to the roof.

Mr D is unhappy with Admiral’s decision. He’s since had his roof replaced and he’d like his claim paid. He’s unhappy his premiums have increased.

Our investigator decided not to uphold the complaint. She thought Admiral had fairly reviewed the claim and had reasonably declined it as the policy terms didn’t cover the damage found. Mr D 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.

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 said *“As you first noticed the damage back in February and you say it has likely happened over the last 3 years with the many storms we have had, we are unable to verify the weather to see if storm conditions were met. The purpose of insurance is to cover you from a one-off unforeseen event so whilst the bad weather over the years may have paid a part in the damage it wouldn’t be something we would look to cover you for under your insurance policy”*.

I think this is a reasonable comment from Admiral. In typical storm claims, I'd expect the claim to be made soon after the event that caused the damage. Therefore, as damage wasn't apparent, I think Admiral has been fair in saying it happened over a longer period of time, rather than a one-off event.

I appreciate Mr D said he had the roof repaired following these events. However, he didn't make a claim for this damage at the time of the repairs and no further damage was noticed.

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

I think tiles blown from a roof maybe consistent with storm damage. However, Mr D has said the problem arose as the roof tiles caused damage to the waterproof membrane. Given, how this claim has been presented, I'm not convinced the damage is consistent with a storm for the reason I've already set out. The tiles were replaced when needed and no damage was identified to the membrane at that time.

Were the storm conditions the main cause of the damage?

Admiral concluded that the storm wasn't the main cause, for the reason I've already set out.

Admiral has highlighted wear and tear to the roof. It said *"The surveyor did note the roof appeared to be showing signs of its age evidenced by the top ridge tiles being crumbling and cracked. The roof also had large amounts of moss cover. Moss acts like a sponge, absorbing large amounts of moisture and resulting in the roof being constantly wet. Moisture can then travel underneath the tiles then leading to water ingress which appears to have happened here. This indicates that the damage has been ongoing for some time, not as a result of a single storm weather event. Your policy states under the buildings cover for storm that loss or damage that happens gradually through wear and tear or due to a lack of maintenance would not be covered"*.

I've reviewed the surveyor's report and the photographs taken of the roof. I find the surveyor's comments are consistent with what I have observed in the photographs, so I find the conclusion persuasive.

I appreciate Mr D has spent a lot of time putting together his views on what caused the damage. However, I'm not persuaded by what he's said. He has not been able to pinpoint the one-off event which caused the damage, rather he has pointed to a number of bad weather events over a period of two to three years. So, based on this I'm also unable to consider accidental damage as a potential cause of the loss.

Admiral has provided expert reports to support its decision. It has further provided supporting evidence by its technical team that further weight to its arguments. Unfortunately, I haven't seen any expert reports provided by Mr D. Whilst, I appreciate he has put forward a reasoned case, I'm more persuaded by the reports provided by an expert.

So, whilst I know this will be disappointing to Mr D, but I don't uphold this complaint. I haven't seen convincing evidence the damage was caused by a one-off unforeseen event. I think it's more likely the damage was caused over a longer period of time. I don't think Admiral has had the opportunity to inspect the property during times when storms may have happened, so it wouldn't be fair for me to ask them to now pay for this claim.

Whilst, the crux of Mr D's complaint has been in relation to the claim. I note this has had a knock-on effect to the premiums he has been charged in later years. I haven't seen any

evidence that Mr D has been treated unfairly or differently to what any other customer would've been treated in the same circumstances.

Premiums can vary from year to year, for various reasons, such as overall claims made / cost of claims and changes to risk factors. In Mr D's case, he's made a claim so this would naturally increase his perceived risk with insurers.

In summary, I haven't seen compelling evidence that Admiral hasn't been fair. It seems to have approached the claim in a reasonable way. So, I don't uphold this complaint.

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 D to accept or reject my decision before 31 October 2025.

Pete Averill
Ombudsman