

The complaint

Mrs M complained that Admiral Insurance (Gibraltar) Limited (“Admiral”) unfairly declined a claim for storm damage under her home buildings insurance policy.

What happened

Mrs M said that on 24 January 2025 part of a gable wall at the rear of her house collapsed. This was during the named storm ‘Eowyn’. The falling masonry damaged the roof of the single storey kitchen beneath. There was also damage to the main roof tiles and to a greenhouse.

Mrs M contacted Admiral to make a claim the following day. It eventually sent a surveyor to inspect the damage. But Mrs M said this didn’t happen until 19 February 2025. Prior to this she said temporary repairs had been arranged. She said the surveyor took some photos of the tarpaulin that had been put in place. Her claim was subsequently declined due to corroded wall-ties. Mrs M didn’t accept this outcome and complained.

In its final complaint response, in March 2025, Admiral acknowledged storm force winds were recorded around the time the damage occurred. But it maintained the underlying reason for the collapsed wall was the failure of the wall-ties. However, the business subsequently reviewed the claim again. It agreed to pay for damage to the kitchen roof under an accidental damage cause. As well as the damage to the main roof tiles, that were dislodged by the storm force winds.

Mrs M still didn’t think she’d been treated fairly and referred the matter to our service. Our investigator didn’t uphold her complaint. She thought the underlying cause of the damage to the gable wall was because of the corroded wall-ties. So she didn’t think Admiral had treated Mrs M unfairly.

Mrs M disagreed with our investigator’s findings and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in January 2026 explaining that I was intending to partially uphold Mrs M’s complaint. Here’s what I said:

provisional findings

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’m upholding Mrs M’s complaint. But only in part. I realise this will be disappointing. I’m sorry that Mrs M’s home was damaged and I can understand that this situation must be very upsetting for her. But I’ll explain why I think my decision is fair.

There are three questions we must ask when considering a storm claim. These are: was

there a storm; was the damage typical of that caused by a storm; and was the storm the underlying cause of the damage. If the answer to any of these questions is no, then Admiral can reasonably decline the claim.

I've looked at records from a weather station closest to Mrs M's home around the date she said the damage occurred. On 24 January 2025 wind speeds of up to 87mph were recorded. Mrs M's policy terms include the following definition for a storm:

"Wind with gusts of at least 55mph, heavy rainfall at a rate of at least 25mm per hour, snow to a depth of at least 30cm in 24 hours, or hail that causes damage to hard surfaces or breaks glass."

The wind speeds recorded around the time of Mrs M's loss meet her policy's definition for a storm. This means the answer to question one is yes.

Damage to buildings, including roofs and potentially walls in certain circumstances, are fairly typical of damage a storm causes. So the answer to question two is also yes.

The final point I need to be satisfied with is that the storm force winds were the underlying cause of the damage. To understand more about this I've read the report Mrs M obtained from her building contractor. I've also considered the report provided by the Buildings Standards team associated with the local council.

The contractor said the gable wall collapsed as a result of the strong winds that created a "suction effect". It said an examination of the wall-ties showed signs of corrosion. But the contractor said there was no significant horizontal cracking or bulging of the wall prior to the storm. It said these are typical indicators of wall-tie failure. The contractor said corroded wall ties alone don't result in a wall collapsing. It said a collapse of this nature without prior visible signs of an issue, is the result of the extreme wind conditions present during storm Eowyn.

The Building Standards report said its team attended Mrs M's property on 25 January 2025 once the storm had passed. The report said, "It would appear that the wall ties have corroded and this was the cause of the wall failing". The report explained that the single storey roof had been damaged by falling brickwork. Also that roof slates from the main section of roof had been dislodged by the high winds.

From this evidence both Mrs M's contractor and the Buildings Standards team noted corroded wall-ties as either the main cause or a contributory cause for the collapsed wall. It's not clear how the contractor was satisfied there were no signs of wall-tie corrosion prior to the collapse. I say this as the contractor didn't see the building until after the collapse. I note Admiral's comments that the gable wall was rendered, which may have obscured any signs of structural distress.

I've read the report provided by Admiral's surveyor. The report explained that the cause of the damage was a "natural breakdown of materials". It said there was no insured cause for the loss Mrs M had claimed.

Mrs M has explained that she was going to obtain a report from a building surveyor and a structural engineer. However, due to the costs involved she didn't proceed with this. However, she did say that although the surveyor she spoke with suspected wall-tie corrosion – he thought the strong wind was the main cause of the collapse.

I've thought carefully about this evidence. All of the expert opinion refers to corroded wall-ties. Mrs M's contractor indicated that strong wind was the proximate cause of the collapsed wall. But there is a consensus that the wall-ties connecting the outer and inner gable walls

were in a deteriorated state. I accept that high winds were the catalyst for the collapse of the wall. However, had the wall ties been in a good condition, the indication is that the wind alone would not have caused the gable wall to collapse.

Under the section headed "General Exceptions" Mrs M's policy terms say:
"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."

Having considered all of this I'm satisfied that storm force winds were not the underlying cause of the collapsed gable wall. The collapse was most likely due to the corroded wall-ties, which is a cause excluded by Mrs M's policy terms. So, the answer to question three is no. Meaning Admiral can fairly decline this part of the claim.

I note Mrs M's argument that there was no outward signs of an issue with the wall-ties. I've read the information she obtained from two city councils (albeit this information is not from her local council). The councils explained that wall-ties are not included in regular inspections. I understand the point Mrs M is making. And I'm naturally sympathetic to her situation. But whether regular inspections were arranged or not, doesn't impact on the outcome here.

Mrs M's policy doesn't provide cover for damage that occurs gradually over time. For a storm claim to be accepted, the storm must have caused the damage suddenly during a one-off event. But as I've explained the underlying cause of the collapsed wall is indicated to be the deteriorated wall-ties. This damage occurred over a long period of time, not as the result of a sudden storm event.

Admiral confirmed that cover was in place for the main roof tiles. This is because they were dislodged by storm force winds. Mrs M has accidental damage cover. This means she is also covered for the damage caused to the kitchen roof when the wall collapsed onto it.

I asked Admiral if the damage to the greenhouse was considered under this insured cause given Mrs M's description that this was caused by falling masonry. It responded to say that it didn't find any reference to Mrs M claiming for damage to her greenhouse in its claim file. However, it said it could see from the images taken by the Buildings Standards team that there was damage to the greenhouse. Admiral explained that this damage would be considered under the same accidental damage cause it applied for the kitchen roof.

I can see from the photos provided that there is evidence of damage to Mrs M's greenhouse. Admiral's claim records include a note from when the loss was first reported on 24 January 2025. This confirmed that Mrs M's greenhouse had been damaged. So, I think this should reasonably have been considered when Admiral made its settlement offer. It should now ensure that this part of the claim is considered. It should also compensate Mrs M for the inconvenience this caused her. I think £100 is fair.

Having considered all of this I think it's fair that Admiral agreed to cover some of Mrs M's losses under her accidental damage cover. It should ensure that it also considers the damage to the greenhouse and pays compensation for the inconvenience not doing so caused. But I don't think Admiral treated Mrs M unfairly when it relied on its policy terms and conditions to decline her claim for the repairs relating to the collapsed gable wall.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Admiral responded to say that it accepted my provisional findings.

Mrs M responded to say that she felt she is being punished for something that she did not see. She said had a fire resulted from a hidden electrical fault she would have been covered. Mrs M queried the difference between this and her claim.

In her response Mrs M said Admiral's surveyor spent only five minutes in her garden. She said he didn't see anything as the damage was covered by a tarpaulin. And that he made his decision based on the building control officer's report. She said all references to wall tie corrosion is supposition. This is because nobody physically examined or saw the wall ties or any of the damaged structure.

Mrs M said the part of the policy relating to rust and corrosion should relate to the guttering, downpipes or any external metal that can be seen. Not wall ties that cannot be seen within the walls. The final point she made is to ask why more questions were not asked by her insurer, or a survey undertaken, when the policy was taken out.

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'm satisfied that my provisional findings remain fair.

I haven't seen the information Mrs M said Admiral told her about what it would cover under a fire damage claim. But each insured cause comes with its own definition and exclusions. The declined part of the claim was considered under a storm cause. But as I've explained the storm wasn't the underlying cause of the damage. Mrs M's policy doesn't cover her for damage that occurs gradually, which is what happened here with the wall ties. Regardless of whether Mrs M was able to identify signs of the damage, her policy doesn't provide cover for damage caused in this way.

I acknowledge Mrs M's concerns about Admiral's surveyor. But as I set out in my provisional decision, her contractor, the Building Standards team, Admiral's surveyor, and the surveyor Mrs M contacted most recently, all referred to wall tie corrosion as an issue here.

I note what Mrs M said about rust and corrosion. But this doesn't alter the fact that her policy excludes gradual causes. Corrosion was identified in the wall ties. This was determined to be the underlying cause for the collapsed wall. Mrs M's further comments don't persuade me to alter my findings.

I understand the wider point Mrs M has made about how insurance is arranged. But Mrs M's policy is clear in what it sets out to cover and where exclusions apply. I'm satisfied that Admiral applied its policy terms fairly.

For the reasons set out above and in my provisional decision I uphold this complaint in part.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited should:

- consider Mrs M's claim for her damaged greenhouse under her accidental damage cover and inform her of the outcome; and
- pay Mrs M £100 compensation for the inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs M to accept or reject my decision before 16 March 2026.

Mike Waldron
Ombudsman