

The complaint

Mr C has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') unfairly declined a claim under a home insurance policy.

What happened

Mr C contacted Admiral to make a claim for storm damage. Admiral arranged for a surveyor to assess the damage. The claim was then declined as the surveyor said the damage wasn't the result of a storm.

Mr C provided Admiral with a builder's report about the cause of damage. Admiral continued to decline the claim, as it said the damage wasn't storm related. When Mr C complained, Admiral maintained its decision to decline the claim.

So, Mr C complained to this service. Our investigator didn't uphold the complaint. She said although there were storm conditions, it was reasonable for Admiral to decide the damage wasn't consistent with a storm being the main cause of the damage and to decline the claim.

As Mr C didn't agree, the complaint was referred to me.

I issued my provisional decision on 22 September 2023. In my provisional decision, I explained the reasons why I wasn't planning to uphold the complaint. I said:

When we look at a storm claim complaint, there are three main issues we consider:

- 1. do we agree that storm conditions occurred on or around the date the damage is said to have happened?*
- 2. is the damage claimed for consistent with damage a storm typically causes?*
- 3. were the storm conditions the main cause of the damage?*

We're only likely to uphold a complaint where the answer to all three questions is yes.

For the first question, I've looked at the weather conditions around that time. Weather reports showed there were windspeeds of up to 58mph. These would be considered storm strength winds under the wording of the Admiral policy, which said a storm was winds with gusts of at least 55mph. I also think that strong enough windspeeds and rainfall could cause property damage, including water entering a property in some circumstances. So, I think the answer to the first two questions is yes.

So, I've thought about whether a storm was the main cause of the damage. I've read Admiral's surveyor report. This didn't identify any visual signs of storm damage. The surveyor assessed that the roof had been overwhelmed by the storm rains and the rain was possibly driven underneath the roofing tiles and tracked down the cavity causing the internal damage. The surveyor said this wasn't a one-off incident and was the result of gradual process loss.

Mr C didn't agree that the damage was likely to be due to the roof. He also provided Admiral with a builder's report. This said:

"In my opinion, the gable end is absorbing water through the brickwork which has caused water damage to the interior of the property. In order to resolve the issue I propose to render the exterior using a waterproof additive and finish with Weathershield paint. The attached quote also includes making good the water damage to the interior of the property."

The builder provided a further report that said:

"As previously stated the gable end has absorbed rainwater through the brickwork which has caused the water damage to the interior of the property. This is most likely to be the result of extreme weather conditions in this instance rather than a general deterioration over time."

Admiral also assessed the gable end based on the previous surveyor's visit and photos. It found signs of unrelated repair work but didn't find signs of storm damage. It said the bricks and mortar should have been able to withstand a high level of water without it showing on the internal walls. It also considered Mr C's builder's assessment, including of the internal damage, and said that if the damage had happened in the way described, it would have expected to see damage/ bubbling all over the internal wall rather than just in patches.

So, I've thought about this. I note the builder's report doesn't explain why the damage was more likely the result of extreme weather conditions, rather than general deterioration. It also didn't explain whether the extreme weather conditions were a one-off event or identify specifically where the external damage was on the property itself. In terms of the reference to "extreme weather", although there were storm strength winds, the amount of rain wasn't the amount that would be regarded as a storm. The policy said the rainfall rate would need to be at least 25mm an hour to be considered storm level. Looking at weather reports, these showed the maximum hourly rainfall around that time as 3mm on the day of the storm strength winds. A couple of days later there was a higher level of rainfall, which was 5.8mm of rain in an hour, but the wind speed was lower. So, I don't think the weather reports showed there was a significant, or extreme, level of rainfall and rain entering the property was a key aspect of the damage. Admiral was also of the view that a wall should be able to withstand a high level of water, which I think is reasonable.

I'm aware Mr C has said Admiral told him the gable wall was in excellent condition. I haven't seen anything that shows this in Admiral's records, although I can see that the surveyor's report said there weren't any signs of storm damage to the gable wall. Mr C also said Admiral's in-house surveyor didn't visit his home. However, I don't think there is anything unusual about an in-house surveyor basing their assessment on information such as a survey that had already been carried out. They aren't required to visit, including where they think they have enough information on which to make their decision. In this instance, the in-house surveyor identified issues with the pointing that they thought was pre-existing.

Mr C has also said the builder who provided the report had an excellent reputation and understood the local environment. I have no reason to doubt that. However, the builder's report said the damage was due to extreme weather, but there wasn't a particularly high level of rainfall, and the report didn't explain why the water would have penetrated when a wall would normally be expected to withstand a high level of rain.

I've also looked at the internal damage. Mr C had accidental damage cover under the policy. However, it said this part of the policy didn't cover loss or damage due to water entering the home and that these might be covered under other parts of the policy, such as the storm section. So, I don't think what happened was covered under this part of the policy, as it

specifically said it didn't cover circumstances such as storm related damage. I also don't think there was evidence to show the internal damage was a one-off event.

Based on everything I've currently seen, I think it was reasonable for Admiral to decline the claim. As a result, I don't currently intend to uphold this complaint or to require Admiral to do anything further.

I asked both parties to send me any more information or evidence they wanted me to look at by 20 October 2023.

Admiral didn't respond.

Mr C provided a range of comments, which I have read in full and summarise as follows:

- My provisional decision didn't include any particular consideration of Mr C's June 2023 submission to this service.
- Based on the internal timestamp with the PDF document, the surveyor report Admiral had now provided was only created on the day it was sent to this service. He said this service should take advice from suitably qualified IT professionals on this point.
- The surveyor report appeared to have two authors and parts of the report contradicted each other. He said I seemed to have been influenced by a statement in the report about it not being a one-off storm incident but instead the result of general wear and tear. He said this statement wasn't true. The damage appeared overnight and hadn't occurred before or since.
- The comment in the report about there being no visible storm damage was wrong. The report contained photos of the internal walls clearly showing slight damage. Mr C referred to photos he had previously sent showing the damage was far more severe and widespread than the report claimed.
- Mr C considered whether the report's comments referred to pre-existing damage, such as a hole in the wall. He said no such pre-existing damage existed and none of the images showed damage.
- A comment in an email from Admiral's contractor said the wall was well maintained and this was also confirmed by Mr C's own builder. He said it was clear, before the report, that it was understood and documented that there was no visible process loss over time.
- Mr C had consulted experts in the field, who said that even for walls that aren't defective, water is absorbed into the walls and might cross the cavity into the inner wall. He provided excerpts from trade organisations about this.
- Admiral said the photos showed damage to the brick, mortar or roof tiles, but the surveyor's photos and online image weren't of the required resolution to show damage.
- Admiral's survey report provided an explanation of how water had entered, which was through the roof. This should have been enough for Admiral to accept the claim. However, Mr C had asked three builders to inspect the underside of the roof in the loft. None of them found water ingress through any part of the roof and so concluded the roof wasn't the point of water ingress.
- Mr C said this was an illustration of the poor quality survey and report. The surveyor had also rejected Mr C's offer to inspect the roof by looking at it in the loft. The surveyor had said it wasn't in his remit to identify how the damage was caused.
- Mr C commented on the weather conditions. He described the location of his house and said there is a rain shadow and a wind tunnel effect. He said that in my provisional decision, I had said storm conditions weren't present. Mr C pointed to the terms of the contract, which he said were that it wasn't necessary for wind and rain to exceed the stated level for storm conditions to exist.
- Mr C commented on the extent of the damage, including commenting again on how water penetrates walls. Although Admiral only provided three photos of minor damage,

Mr C took photos the same day and the damage was extensive and severe and visible on all parts of the gable end wall. There was water flowing down an inside wall during the storm. The only part that appeared undamaged was the tiled area in the bathroom.

- Admiral said the water damage had been gradual and wasn't caused by a storm. However, the damage appeared simultaneously across the entire wall. It wasn't credible for this to be caused gradually. Gradual water ingress appeared as damage to a small area which grows over time, which didn't happen in this case.
- There wasn't evidence to show there was no storm damage to other houses or that damage to multiple houses is inevitable in a storm.
- My provisional decision only referred to comments from one of Mr C's builders. However, he'd included the opinion of two other local builders.

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 and for the reasons given in my provisional decision. When I made my provisional decision, I considered all the evidence from both parties, this included Mr C's June 2023 submission to this service. I have also read the full details of what Mr C sent in response to my provisional decision. Where I don't comment on something it is because I don't consider it necessary to do so in order to make a fair and reasonable decision.

In terms of the time stamp on the PDF, I don't consider that I need advice from an IT specialist. In my view, a key consideration is the contents of the report rather than when it was then turned into a PDF. I haven't found anything that persuades me the contents of the report wasn't written on the basis of what the surveyor identified during his visit or that those findings were altered before the report was sent to this service.

I also wasn't specifically influenced by one statement in the surveyor's report. I can confirm I considered all of the evidence available to me in order to make my decision. Mr C has also suggested I didn't think there were storm conditions. In my provisional decision, I said I thought there was a storm around the time the damage was found. I also looked at Mr C's builder's comments about extreme weather. In that instance, I was looking at the level and combination of rain and wind, as I was considering the likelihood of rain penetrating through to the surface of the internal wall. On one day, there were high winds, but a lower level of rain. On another day, there was a higher level of the rain, but lower windspeeds.

I also note that in Mr C's comments on my provisional decision, he provided evidence from a trade organisation that said: *"Water penetration is related to local rain conditions, the more rain and the more wind driving the rain onto the brick cladding the greater the likelihood of water penetration"*

My reading of this is that the combination of greater levels of rain and wind at the same time, the greater the likelihood of penetration. I note it doesn't give a timescale or seem to indicate the level of wind or rain or how far the water might penetrate.

Another document Mr C provided said: *"In very severe and prolonged conditions, rainwater may be absorbed further into the bricks and eventually reach their inner surface, first as dampness and then as free water"*

The document doesn't seem to define what it would regard as "very severe" and what time period "prolonged" covers and whether that means hours or potentially months or years.

I also note the surveyor report said Mr C's property had cavity walls and the trade document Mr C linked to said:

"In masonry cavity walls it is accepted that some water will pass through the outer leaf in prolonged periods of wind-driven rain, but the design of the wall is intended to deal with this inevitable eventuality. The risk of further penetration through the wall and into the building is minimized by the proper design and installation of the wall's associated damp- proof systems."

So, I'm not persuaded these show a one-off event, such as a storm, was more likely the cause of the damage, even if the storm highlighted the issue.

Mr C also said he had provided comments from two other builders, but I didn't comment on them. Mr C had said:

"Another builder has stated that there is no doubt that the damage is storm damage and the builder that has since repaired the storm damage also considered that the damage was caused by a storm."

These were comments from two unnamed builders who Mr C reported said the damage was storm related but with no further evidence from them about why they thought this was the most likely cause. I don't think this was persuasive evidence.

I'm aware Mr C has said the surveyor downplayed the level of internal damage, which was much more severe, and that it happened on only that occasion. However, based on everything I've seen I remain of the view that it was reasonable for Admiral to decide the damage wasn't the result of a one-off storm and was instead the result of a gradual issue. So, I think it was reasonable for Admiral to decline the claim. As a result, I don't uphold this complaint or require Admiral do anything further in relation to it.

My final decision

For the reasons I've given above and in my provisional decision, my final decision is that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 November 2023.

Louise O'Sullivan
Ombudsman