

## **The complaint**

Ms M complains Admiral Insurance (Gibraltar) Limited unfairly declined a claim she made on a home insurance policy.

## **What happened**

Ms M discovered some hip tiles had fallen from the roof of her property and damaged both the guttering and some of the patio below. She made a claim to Admiral however it declined to provide cover as it said there were no storm conditions present around the time the damage occurred.

Ms M complained about Admiral's decision and the way in which it had dealt with the claim.

Our investigator looked at the complaint and said based on weather records she did think there were storm conditions around the time the damage occurred. And that the damage was consistent with that which would usually be caused by a storm. She recommended Admiral meet the cost Ms M had had to pay to repair the damage to the hip tiles and guttering. She said it should also cover the cost of repairing the damaged patio and pay Ms M £100 compensation to reflect the fact the way it dealt with the claim caused Ms M trouble and upset.

Admiral disagreed and asked for an ombudsman to review the complaint. It disagreed there were storm conditions present which met the definition in the policy terms.

The case has been passed to me to decide.

## **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 agree with the conclusions reached by the investigator for the following reasons:

- The policy states that for storm conditions to be considered present wind gusts must exceed 55mph. Having considered the available weather reports, for the postcode where Ms M lives, which show gusts being reached of 56mph and 53mph in the weeks leading up to the damage happening, I'm satisfied that storm conditions were present.
- I've also considered whether the damage that occurred is what would usually expected to be caused by a storm, and I'm satisfied it is.
- Admiral has said it believes the damage was mainly caused by wear and tear, specially freeze thaw action on the mortar. However, it has not provided any evidence of this or explained how the other ridge tiles, placed at the same time have remained unaffected.

- Ms M has provided a report from a roofer that confirms the roof has been regularly maintained and had been inspected and repaired within a year of the damage happening. It also reports that no damage was visible, all tiles appeared to be secure at that time and there was no cause for concern about the section of tiles that subsequently fell.
- Where the evidence is contradictory as it is here, I have to make my decision on the balance of probabilities - what I think most likely happened in the circumstances. Here there is evidence that the roof was regularly maintained and in good order. So I think it unlikely the damage happened due to wear and tear as Admiral has suggested. I think it more likely than not there were storm conditions, which met the policy definition and caused the damage claimed.
- As Ms M has had the damage repaired, I think Admiral should now meet this cost and pay interest on that amount at the appropriate rate.
- Had it not been for the storm dislodging the hip tiles, the damage to the guttering and patio would not have happened, so I'm satisfied Admiral should cover these costs as part of the claim.
- Ms M has complained Admiral rejected her claim quickly and without due consideration. I think it would have been of benefit here for Admiral to have explained more clearly how the claim would be progressed and to have reassured Ms M that all of the circumstances would be considered thoroughly before a decision was reached. I think Ms M was caused some trouble and upset by this so Admiral should pay her £100 compensation to reflect this.

For the reasons above, I uphold this complaint.

### **Putting things right**

To put things right Admiral should do the following:

Cover the cost Ms M paid to repair the roof and guttering upon receipt of evidence. Pay 8% simple interest per annum on this amount, from the date Ms M incurred this cost until the date Admiral settles the claim

Cover the cost that Ms M will have to pay to replace the damaged patio upon receipt of evidence of this cost

Pay £100 compensation for the trouble and upset this matter has caused Ms M.

### **My final decision**

My final decision is that I uphold Ms M's complaint against Admiral Insurance (Gibraltar) Limited. I direct it to put things right as I have set out in the section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 8 November 2023.

Alison Gore  
**Ombudsman**