

The complaint

Ms B has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') declined her claim for storm damage under her home insurance policy.

For the avoidance of doubt, the term 'Admiral' includes its agents and representatives in this decision letter.

What happened

Ms B said that her property suffered storm damage at the end of January 2022. She reported the damage to Admiral, being her insurers, in February 2022, however it declined her claim. Ms B didn't want Admiral's contractors to carry out work, so in May 2022, Admiral gave Ms B advice on how to validate her claim. It said that it would need to see photographs of the damage, a professional report from Ms B's contractors and a breakdown of costs before it would then appoint its agents to validate the claim.

Admiral said that it couldn't validate the claim as repairs had been completed and it didn't receive sufficient and clear evidence from Ms B to show how the loss occurred. Ms B then made a complaint about Admiral's response, however it maintained its stance about the claim. Admiral explained that the terms and conditions of the policy stated that a customer shouldn't agree costs and repairs prior to the insurance company consenting to them.

Ms B then referred her complaint to this service. The relevant investigator didn't uphold her complaint. He noted that Admiral had tried to appoint its own contractors to assist, but by then, the works had already been carried out and Admiral found the information provided by Ms B was inconclusive as to damage. The investigator noted that there may have been a storm in the area, but not for the date claimed by Ms B, and after the claim was logged by Ms B. He also appreciated that Ms B had been proactive as to repairs, however in terms of an insurance claim, adequate information was needed to validate a claim.

Ms B remains unhappy with the outcome of her complaint. The matter has therefore been referred to me to make a final decision in my role as 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.

The central issue for me to consider is whether Admiral applied the terms and conditions of the relevant policy in a fair and reasonable manner in declining Ms B's claim. I've concluded that Admiral acted fairly and reasonably in this case, and I'll explain my reasoning. In reaching this decision I've considered the submissions of the parties as summarised below.

Ms B said that she'd reported the damage to Admiral online in early 2022, however the internal damage to an attic bedroom worsened over the following weeks as the storms worsened. She accepted however that the roof contractors hadn't inspected the roof

immediately after the claim was reported and at the start of the bad weather. Ms B said that when they did inspect the roof, the storms and wind speeds had become much worse.

Ms B said that as she lived in a four-storey house, it hadn't been possible to take any photographs of the roof, however she took photographs of broken slates in the garden and bins and garden furniture which had been overturned. She also took photographs of internal damage to the paintwork in two bedrooms. She downloaded these photographs to the Admiral site but *'heard nothing at all from Admiral...'* She then contacted Admiral and sent the photographs again, in an email this time. Admiral's agents then contacted her about inspecting the damage. Ms B said she'd had a bad experience with Admiral's agents in a previous claim and explained to Admiral that she didn't wish them to attend. It said that the alternative was for her to *'get a roof report carried out.'* Ms B said she asked several times what exactly a roof report entailed to gain a better understanding of the process but was told that a roofing contractor would know what to write. She'd also been promised one point of contact, but this didn't happen, and she had to constantly chase Admiral.

Ms B had wanted to act quickly to limit the damage to the internal paintwork and house structure which was a listed building. Permits for scaffolding were also only granted for a limited period. Her roofing contractor organised scaffolding and took photographs which Ms B forwarded to Admiral. She thought that Admiral should likewise have sent out an agent within a reasonable timeframe to investigate the loss and claim as it was time sensitive. She said she again heard nothing from Admiral until she received another phone call from the agents in May 2022 and she explained what she'd done. Ms B said: *'they insisted in a very forceful manner that they had to attend the property'*. She thought their communication was poor and that there was confusion between Admiral and its agents about what was required and what had been received, so Ms B had to spend a lot of time on phone calls and emails.

Ms B said that she then didn't receive an e-mail from Admiral until June 2022. It paid £50 in compensation due to delays and lack of communication. By July 2022, the suppliers requested screen shots of payment made for the roof works which she provided, and they then informed her that they were struggling to validate her claim. She thought that the information she'd provided was acceptable but also, that it was the responsibility of Admiral's agent or loss adjuster to validate a claim. She thought what was being expected of her roofer was above and beyond what he should be expected to provide. She was now looking for the claim to be processed, for compensation due to the stress and anxiety she'd suffered, and also for the time spent on the matter. She was also looking for an apology from Admiral.

Turning to what Admiral has said about the matter, in its final response letter in August 2022, it noted Ms B's dissatisfaction. However, it didn't accept that it had acted in an unfair or unreasonable manner. Admiral said that its agents had received only a few photographs to validate the claim, that these were inconclusive and didn't show clear storm damage. It said that the document from Ms B's contractor was insufficient as it merely stated: *'All the necessary works were caused by recent high winds of which I am sure we are all aware'*.

Firstly, Admiral didn't consider that the weather on the reported date of loss amounted to storm conditions as defined in the policy. It said that Ms B advised Admiral that she'd been away from the property at the end of January/beginning of February 2022 and so made a guess as to the date of damage. Admiral had therefore reviewed the relevant weather data for the locality between the dates given by Ms B and found that the wind speeds varied between 26mph and 54mph. It said that the claim was recorded four days after Ms B had returned to the property. It accepted that there had been a storm in the area, however this was at the end of February 2022 and after Ms B had reported the damage to her property.

Secondly, Admiral said that Ms B had completed the works prior to its agents attending the property. It appreciated that Ms B felt she was being proactive in organising repairs, however

it referred to the policy booklet and it said it was clear that the policyholder must not agree to incur costs or repairs prior to Admiral giving its consent.

Thirdly, it considered that there was no clear evidence for the agents to be able to validate how any damage occurred and that the photographs provided by Ms B didn't clearly show the areas of damage. It said that in May 2022, the agents had explained the validation requirements and that they needed to see photographs of the damage, a report on damage and a breakdown of costs. It said that it had further explained that, upon receiving Ms B's quotation, it may need to appoint a supplier to assist with progressing the claim. It didn't consider there were any failings in relation to this communication.

As to the way in which Ms B was treated by the representative of Admiral's agent, it apologised for the way she was made to feel in her own home. It explained however that surveyors do ask policyholders to leave the room they are inspecting to *"ensure they are not on the 360-degree image that is being taken and also the surveyor carries out voice dictations which are also uploaded on the reports."* Admiral accepted that the representative initially thought the property may be too high to obtain photographs, however the relevant 'pole cam' did ultimately reach the roof and an inspection was carried out. It said that an inspection following completion of work would usually be the last resort. It said that unfortunately, following inspection, it was still unable to validate the claim. Finally, Admiral didn't agree that there had been poor communication, as it said that all emails had been addressed in a manner that would meet its expectations.

I've carefully considered all of the above as well as the available written evidence and photographs. The starting point for my determination is the wording of the relevant policy, as this forms the basis of the contract between Admiral and Ms B. In this case, a storm event is defined in the policy booklet as; *'Wind speeds with gusts of at least 48 knots (55mph), or heavy rainfall at a rate of at least 25mm per hour....in 24 hours....'* From Admiral's own evidence, it's clear that winds of 54mph occurred in early 2022. The policy definition of a storm includes winds which are only marginally above those which were recorded in this instance. I agree, these recorded windspeeds don't quite meet Admiral's policy definition. However, this doesn't necessarily mean it's fair to impose a strict interpretation.

Unfortunately for Ms B however, the fact that there had been high winds is not in itself sufficient. There has to be an evidential basis to show that damage took place in the way described in an insurance claim. Ms B considered that damage had worsened as stormy conditions continued following the claim. The policy booklet makes it clear that a customer may be asked to supply further information to support a claim as in this case. It also states; *'You must not...agree or run up any costs without our agreement before any works start'*. Admiral's agents also set out in an e-mail to Ms B in May 2022 that; *'to validate your claim, please reply to this email with the following information: Photographs of the damage, Report, Breakdown of costs, upon receiving your quotation, we may appoint a supplier to assist with progressing your claim.'*

I appreciate Ms B's comments and understandable efforts to promptly repair damage to her property and that she felt that Admiral had been unclear about the evidence it would require from her to validate a claim. However, to be able to claim reimbursement of costs from her insurance company, she needed to reasonably comply with the terms and conditions of the policy. In this case, Ms B's roofing contractor unfortunately didn't provide a comprehensive or persuasive professional 'cause of damage' report. He provided an assertion as to the cause of damage without backing up this assertion. Ms B was able to produce a limited number of photographs taken before the works took place, however these were unclear. These don't provide any indication as to the timing or cause of the initial damage or the extent of any worsening damage during subsequent stormy conditions. It's also unclear

whether it was a result of gradual forces, general wear and tear, or other reasons excluded under the policy. I therefore can't say that Admiral has acted unfairly or unreasonably here.

I know that this final decision will cause disappointment for Ms B, particularly as an Investigator's view in relation to a different claim for storm damage was upheld in relation to events in 2017. Each case must be considered on its own merits however, and despite the stormy conditions in January and February 2022, I don't consider that Ms B has been able to show on the balance of probabilities that a specific storm in January/early February 2022 was the predominant cause of damage in this case. The previous view noted that there had been ingress of water following slate slippage in 2017. The Investigator in Ms B's previous claim felt that if the roof was indeed reaching the end of its serviceable lifespan, in light of storms she'd have expected to see more extensive tile slippage and not simply a single tile. In the current case, and particularly in the light of the 2017 damage, it's now increasingly likely that on-going slate loss and ingress of water is due to general wear and tear. Additionally, there is no available evidence of the type, extent and timing of damage in the report from Ms B's contractor.

In conclusion, there is no available persuasive evidence as to the timing and cause of damage. I appreciate that this will come as a great disappointment to Ms B. In this case however, I can't say that Admiral has acted unfairly or unreasonably in its application of the policy terms and conditions and by declining Ms B's claim. I can see that there have been some service issues and that Admiral has paid Ms B modest compensation in this regard. However, I consider that this compensation was at a reasonable level to recognise the additional stress and inconvenience caused to Ms B by these issues.

My final decision

For the reasons given above, I don't intend to uphold Ms B's complaint and I don't require Admiral Insurance (Gibraltar) Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 30 August 2023.

Claire Jones
Ombudsman