

## **The complaint**

Mr and Mrs K are unhappy with the service and the repairs Admiral Insurance (Gibraltar) Limited (Admiral) completed when they successfully claimed under their buildings insurance for water damage. The policy is in joint names and a family member, Mr M, represented them. For ease, I'll refer only to Mr K throughout my decision.

## **What happened**

Admiral appointed contractors to complete repair works after Mr K's home was damaged by water leaking through his roof. Because the bathroom and kitchen were damaged, and Mr and Mrs K were vulnerable, Admiral arranged for alternative accommodation and storage for their possessions.

On return to his home, Mr K complained to Admiral about the following:

- Some of his belongings weren't returned from storage or were damaged.
- The cooker hood wasn't installed correctly.
- The waste skip damaged his driveway.
- The fridge freezer wasn't installed properly so his door won't fully open.
- The extractor hood's isolation switch is inaccessible.
- The boiler flue is inaccessible so it can't be serviced.
- Admiral didn't treat him fairly or acknowledge his and Mrs K's vulnerable position during the pandemic.

Although Admiral thought it hadn't managed part of Mr K's claim well, and it addressed that with him directly, it didn't think it had done anything wrong in respect of these points. Admiral said its contractors visited but couldn't see any issue with the flue and isolation switch, or the fridge freezer. It also pointed out that they were private arrangements between Mr K and the contractors. Admiral said it would consider any missing or damaged items if Mr K could provide evidence, and it had already offered to inspect the driveway for damage and cash settle if needed.

Our investigator upheld some parts of Mr K's complaint. She didn't think it was reasonable to ask Admiral to do anything about the private work Mr K had done, and she thought Admiral had already responded fairly to the flue, boiler and fridge-freezer issues. However, our investigator didn't think Admiral had treated Mr K fairly in respect of the missing items and driveway. She recommended that it pay for missing or damaged items, assess and quote for the damaged driveway, and pay £150 compensation for the avoidable trouble and upset caused.

Mr K didn't fully agree. He said the flue and isolation switch weren't accessible and further repairs were needed to make it safe. He provided an electrician report and a gas report to confirm his point.

Admiral didn't agree either. It said it had already made an offer to Mr K about his driveway, so it still planned to assess and cash settle, if necessary. But Admiral didn't think it was fair to pay for unsubstantiated missing items.

I issued a provisional decision in February 2022 explaining that I was intending to uphold Mr K's complaint. Here's what I said:

*provisional findings*

*Firstly, my provisional decision is about the outstanding matters raised by Mr K and addressed by Admiral in its letter of May 2021. My provisional decision is different to our investigator's findings because Mr K provided further information following the review. So, I've reached a provisional decision so that each party has another opportunity to comment.*

*I won't repeat all the details of the complaint here. Instead I'll focus on the outstanding issues in dispute.*

*Missing and damaged items*

*Admiral doesn't think it should pay for replacements of these items because Mr K hasn't provided evidence that they're missing. For context, the list Mr K provided includes items such as kitchen towels, display cabinet pegs, and a kitchen dish drainer at one end of the scale, and an electric blanket and rice cooker at the other. Most of the items are kitchen equipment and of relatively low value individually.*

*Ordinarily, I'd expect a policyholder to evidence their loss. But here, I wouldn't expect Mr K to have retained receipts for kitchen towels or a dish drainer, or have any photos of them. So, I don't think it was reasonable for Admiral to ask him to demonstrate ownership or loss.*

*I've thought about Admiral's comment that Mr K watched the boxes being packed and, later, unpacked yet he didn't raise his concerns about missing or damaged items at the time. Looking at the circumstances of the claim, Mr K had moved back into his home after several weeks living elsewhere. And Admiral's notes state:*

*On seeing first hand the amount of property requiring storage [Admiral] have decided to rent insured storage space rather than use our own lock up units*

*So, I don't think it's unreasonable that he only noticed missing or damaged items some time later.*

*Admiral said it isn't required to complete an inventory of items, so it isn't responsible for any loss. But its account notes say the cleaning team, who would pack the belongings,*

*are fastidious and will record everything which will give [Mr and Mrs K] confidence and comfort in the fact that their possessions are cared for.*

*The missing items may well have been boxed up together given that the majority were from the kitchen. So, on balance, I think it's more likely than not that a box or two went missing, which Mr K only noticed later. And in the absence of an inventory, I think it's fair that Admiral pays for the listed missing/damaged items which Mr K has already made it aware of.*

*Damaged driveway*

*Mr K said the waste skip damaged his driveway. Admiral hasn't disputed this, and it offered to pay for the repairs if Mr K provided a quote. However, he said he was only able to get quotes for full replacement. I think Admiral's offer was fair and I see no reason to ask it to pay for a full replacement driveway. In the circumstances, I think the best option now is for Admiral to assess the damage and, if repairs are necessary, cash settle.*

*Boiler flue*

*Mr K provided a copy of a Gas Safe report which gave an At Risk rating because the flue was inaccessible. The remedy was to fit a hatch. I'm satisfied that's sufficient evidence to*

demonstrate that further work is needed. I'll ask Admiral to arrange a visit to inspect and complete the necessary work.

#### *Extractor hood isolation switch*

Mr K said Admiral installed the extraction hood incorrectly. Admiral has already assessed the extraction hood and concluded that it is correctly installed. Mr K provided a copy of an electrician's quote and brief report stating the isolation switch is normally accessible. The cost to complete the work is £280. While this report is not clearly stating an At Risk situation, I think it's sufficient evidence to indicate that the work may not be of an appropriate standard. For that reason, I'll ask Admiral to arrange a visit to inspect and either make the isolation switch accessible, or explain why it's not a requirement in these circumstances.

#### *Fridge-freezer*

Mr K said he can't open his fridge-freezer door properly. He thinks Admiral should correct the installation. Looking at the claim notes, I can see that Mr K arranged to have an integrated fridge-freezer installed, whereas before he had free-standing appliances. As this is considered betterment and not covered by the policy, he arranged it privately with the contractors. The integrated fridge-freezer wasn't part of the claim covered by Admiral so I can't fairly hold it responsible for any design issues. I won't be asking Admiral to do anything more here.

#### *Consideration of vulnerable position*

Mr K told Admiral of his and Mrs K's vulnerabilities, but he doesn't think it gave any consideration to them. I haven't seen anything in the evidence to suggest that Admiral failed to take account of Mr K's circumstances. Indeed, I've seen the following in some correspondence between Admiral and Mr K's representative, Mr M, which contradicts that view:

...based on observations [Admiral] made some decisions which need to be relayed to avoid confusion and frustration.

1. Due to Mr K's health and the current climate surrounding Covid 19 I am extremely uncomfortable with his current close proximity to our operatives. Mrs K is also affected by this. Our operatives... practice social distancing and safe Covid safe practices but this does not guarantee anything. [Admiral] have a genuine concern for [Mr and Mrs K's] safety [and] strongly believe that the safest way forward is for Mr and Mrs K to move into the Alternative Accommodation... [to] provide safe access for the removal of possessions

I've also noted that the contractors refused to work, on occasion, when Mr K was at the property.

In light of this, I can't fairly say that Admiral failed to take into consideration Mr and Mrs K's vulnerability so there's nothing to put right.

#### *Compensation*

Our investigator proposed compensation of £150 for the trouble and upset Mr and Mrs K experienced. I can see that Mr K contributed to some delays simply because he wanted to be involved in the repair decisions, which is understandable. And there would always have been some inconvenience and distress caused by the water damage itself and the need to claim. But the evidence suggests Admiral didn't handle the matter of the missing items as well as it could've done. I can understand Mr K's frustration at being asked to evidence loss of many smaller items of kitchen equipment, and I don't think it was fair, in the circumstances, to put him in that position. So, having considered the overall avoidable inconvenience and distress caused, I'm satisfied that the compensation payment of £150 is warranted.

I said I was intending to uphold Mr K's complaint and I was minded to require Admiral Insurance (Gibraltar) Limited to:

- *pay for the missing/damaged items on the list Mr K has already provided;*
- *inspect the driveway, and cash settle for any necessary repairs to damage attributable to the skip, as previously offered;*
- *arrange a visit to inspect the boiler flue and complete the necessary work to make it accessible;*
- *arrange a visit to inspect the isolation switch and either make it accessible, or explain why it's not a requirement in these circumstances, and*
- *pay compensation of £150 by way of apology for the distress and inconvenience caused in relation to the missing and damaged items.*

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 didn't comment further.

Mr K provided a copy of an email from his electrician saying the isolation switch was likely a hazard.

### **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.

I've decided to uphold Mr K's complaint for the same reasons I provided in my provisional decision.

Having reconsidered the evidence in light of Mr K's further submission, I'm satisfied that the requirement for Admiral to inspect the isolation switch will address his concerns. Therefore, I see no reason to make any additional requirements of Admiral beyond those already proposed.

### **My final decision**

For the reasons I've explained above, and in my provisional decision, I uphold Mr K's complaint and Admiral Insurance (Gibraltar) Limited must:

- *pay for the missing/damaged items on the list Mr K has already provided;*
- *inspect the driveway, and cash settle for any necessary repairs for damage attributable to the skip, as previously offered;*
- *arrange a visit to inspect the boiler flue and complete the necessary work to make it accessible;*
- *arrange a visit to inspect the isolation switch and either make it accessible, or explain why it's not a requirement in these circumstances, and*
- *pay compensation of £150 by way of apology for the distress and inconvenience caused in relation to the missing and damaged items.*

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K and Mrs K to accept or reject my decision before 28 April 2022.

Debra Vaughan  
**Ombudsman**