

The complaint

Mr G complains about the service he received from Admiral Insurance (Gibraltar) Limited (“Admiral”) following a claim he made for fire damage.

What happened

Mr G’s home was damaged in a fire in December 2020. He made a claim to Admiral and it started reinstatement work after some initial delays. Mr G complained to Admiral about the quality of the repairs that were being carried out and the overall handling of the claim.

Admiral responded to Mr G’s concerns in a final response letter dated 14 June 2021, saying it didn’t consider there had been any errors made in the handling of the claim. Mr G remained unhappy and Admiral reviewed the complaint. It then offered Mr G £250, which Mr G didn’t accept.

Mr G then referred the complaint to us and Admiral increased its offer of compensation, which Mr G also declined. Our investigator considered that complaint and thought Admiral should further increase the compensation payable to £750, because it hadn’t treated Mr G fairly.

The issues Mr G experienced up to the date of that final response letter have now been considered by another ombudsman at this service. That ombudsman determined that Admiral hadn’t treated Mr G fairly. And in a final decision dated 9 February 2022, the ombudsman agreed that £750 compensation for the distress and inconvenience Admiral had caused to Mr G up to 14 June 2021, was fair and reasonable in the circumstances.

Following the ombudsman’s final decision, Mr G has referred this new complaint to our service – about events that took place after 14 June 2021 which were not considered in the previous ombudsman’s final decision. Admiral has responded and upheld the complaint in part, offering Mr G £400 in compensation for its failings.

The matters Mr G raised, which I’ve considered in this decision, include, but are not limited to:

- The time taken to address ongoing issues following the previous complaint.
- The surveyor signing off works that were incomplete and materials not being delivered.
- The amount of time Mr G spent trying to contact Admiral to progress matters and the amount of time he had to take off work to meet people at the property.
- The amount of time Mr G spent living elsewhere and the distress and inconvenience this caused.

Our investigator considered the further complaint about matters which arose since 14 June 2021 and recommended that Admiral pay a further £200 compensation, in addition to the £400 it had offered on 11 January 2022.

Mr G considered our investigator's assessment and asked for the complaint to be referred to an ombudsman for a final review. So the matter has now come 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 our investigator and I'm upholding this complaint. I'll explain why.

I should clarify that in this decision I'm considering only those events which were complained about between 14 June 2021 and 11 January 2022, when Admiral issued its final response. This is because any matters complained about, or events that have taken place, since 11 January 2022 should be put to Admiral in the first instance for a response, before this service can investigate or comment on them.

Looking at what happened between June 2021 and January 2022 I can see that Mr G didn't receive the level of service he would've expected, and that this has caused him distress and inconvenience, for which he should be further compensated.

I agree that delays were caused in obtaining the tender for the works that needed to be carried out. Admiral has apologised for this. It's also apologised for the error regarding issuing of the certificates without any deduction for the retention amount and for the standard of work being generally poor. It has said it has provided feedback to the supplier about this. And it has offered £400 in compensation for these parts of the complaint.

However, I don't think Admiral has fairly addressed the issue of Mr G being told he was the employer of the contractor. Both Mr G and this service have asked Admiral for clarification on this point, as it has caused Mr G confusion and stress. But Admiral has not responded, and I also don't consider its response fair or reasonable regarding the signing off of incomplete works and materials not being delivered. It has simply said this cannot be proven due to the length of time that has passed, without considering Mr G's testimony carefully. So I think it's fair that Admiral pay an additional £200 compensation for these issues.

Putting things right

Admiral Insurance (Gibraltar) Limited must now:

Pay Mr G a further £200 compensation for the distress and inconvenience he has experienced as a result of poor service received from 14 June 2021 until the date of its final response letter dated 11 January 2022.

This is in addition to the £400 it offered in its final response letter dated 11 January 2022, bringing the total amount of compensation payable in this complaint to £600.

If Mr G makes a further complaint about issues which have arisen since 11 January 2022 then these must be addressed promptly by Admiral in a new final response, after which Mr G may be eligible to bring a further complaint to this service, subject to the usual time limits.

My final decision

I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 3 February 2023.

Ifrah Malik
Ombudsman