

The complaint

Mr W complains about the way Admiral Insurance (Gibraltar) Limited (“Admiral”) have handled a claim on his home insurance policy.

What happened

The circumstances of this complaint are well known to both parties and largely not in dispute, so I’ll only summarise them here.

- Mr W made a claim in February 2021 following water damage to his kitchen.
- Mr W was unhappy with the time taken to complete the repairs, issues with a worktop and an internal wall.
- Admiral say the delays were caused by issues with a gas pipe that were not a result of the claim cause, and the contractors stopping work because they couldn’t guarantee the works if an underlying issue with the wall wasn’t resolved first.
- Admiral add the internal wall was out of scope of the schedule of works and that the underlying issues were not covered by the policy.
- Mr W was unhappy with Admiral’s response and brought his complaint to this service.
- Our investigator upheld the complaint. He said Admiral should repair the cracks in the wall, or add this cost to the cash settlement. And he said Admiral should increase the compensations to £250 for the distress and inconvenience caused by delays, the handling of the issues with the wall and the need for rectification by another contractors.
- Our investigator acknowledged some delays were not as a result of issues caused by its contractors.
- Admiral didn’t respond to our investigators view so 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’ve reached the same outcome as our investigators and for the same reasons.

In response to the investigators view Mr W has asked that an ombudsman review the entire claim. Our investigator explained that he’s only looked at issues raised until the complaint was brought to this service in January 2022. He added that any new issues, or issues raised since that date could be raised to Admiral and brought to us if he was dissatisfied with Admiral’s response. And in this decision I’m only considering the issues brought to this service in January 2022.

Mr W also raised a number of questions in response to the view and our investigator explained that he was focusing on the crux of the complaint. He acknowledged the claim wasn't straightforward, and issues not related to the initial escape of water have impacted repairs and made things more difficult. And said he'd been somewhat persuaded by the opinions of contractors and agents acting for Admiral that unrelated things have made things more difficult and bore this in mind when recommending a remedy.

I appreciate Mr W has strong feelings on his case. However, I don't feel it necessary to mention all the points made and reference every piece of evidence comment or testimony. This isn't because I haven't considered everything, it's just a reflection of the informal nature of our service.

I've considered the reports, photographs and comments about the issues with the wall and the joist supporting it. Whilst there may have been some pre-existing issues, and it's a finely balanced decision, I'm more persuaded that the work to reinforce the joist had an impact. And ultimately the wall cracked after Admiral's remedial work and there was no evidence of a crack prior to this. So I find it fair that Admiral include this in the repairs.

It's not in dispute that there were some issues with the workmanship, and Admiral has agreed to include an amount in its cash settlement to replace the joists. Settling claims of this nature inevitably involve a degree of inconvenience but I'm satisfied Mr W was inconvenienced more than he ought to have been. I've considered the impact of the additional delays, unnecessary chasing by Mr W and the distress and inconvenience caused by not addressing this earlier in the process. Having done so I find that an award of £250 is appropriate to take account of the longer than necessary disruption and inconvenience caused to Mr W.

Putting things right

Admiral should add the cost of repairing the cracked wall to the cash settlement and pay £250 to Mr W if it hasn't already done so.

My final decision

I require Admiral Insurance (Gibraltar) Limited to pay Mr W £250 for the additional distress and inconvenience caused and include the cost of repairing the crack in the wall to the cash settlement if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 18 January 2023.

Martyn Tomkins
Ombudsman