

The complaint

Mr and Mrs S complain about delays and poor communication when Admiral Insurance (Gibraltar) Limited (Admiral) arranged repairs to their kitchen floor, under their buildings insurance policy.

I will refer to Mr S in my decision for ease of reading.

What happened

In January 2022 Mr S says he noticed a section of kitchen flooring had become damaged, and sunk, under where his washing machine was positioned. He contacted Admiral to make a claim under his buildings insurance policy. Mr S says he has made many calls to Admiral up to July 2022, when he submitted his last complaint. He says his calls weren't returned and as of July the repairs were yet to be completed.

Mr S says he's had a damaged kitchen floor for over seven months. He's had to place his washing machine outside and connect it via a hose pipe for this period. He says this has been stressful for him and his wife and meant his grandchild and his dog had to be kept out of the kitchen, because of the damaged floor.

Admiral says it responded to Mr S's complaints. It offered £350 compensation in total for its poor standard of communication and delays. It says the work was planned in for completion in mid-August 2022.

Mr S didn't think the compensation offered was fair and referred his complaint to our service. Our investigator upheld his complaint. He thought the delay in arranging repairs resulted in significant inconvenience for Mr and Mrs S. In addition to the frustration and distress from Admiral's poor communication and the disruption it caused. Our investigator says Admiral should pay a further £250 compensation.

Admiral disagreed. It says the claim was raised in mid-March 2022, so the delay wasn't as long as indicated. Admiral thought the compensation it offered was fair and indicated a series of storm events contributed toward delays with its suppliers. Because of this it asked for an ombudsman to consider the complaint.

It 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 decided to uphold this complaint. Let me explain.

There is no dispute that the damage to Mr S's kitchen floor is covered. I can see from his policy terms that it does provide cover in these circumstances. So, I needn't consider this further.

Mr S says he first contacted Admiral in early January 2022. He describes having made numerous phone calls to chase progress up to the end of July, without repairs being completed. At this time, he referred his complaint to our service.

I acknowledge Admiral's comments that it appointed a loss adjustor to consider the damage claim. From the records provided instructions were sent to its loss adjustor in mid-March 2022. It says from reviewing its records Mr S called its loss adjustor three times in this month. It says these calls were returned. But it says it identified a nine-day delay in responding to a call from Mr S in mid-April, for which it apologises.

Admiral says that its loss adjustor appointed a contractor in late April 2022 to complete the repairs. At this point it says the progression of Mr S's claim slowed. It also says communication from this contractor was sporadic. Admiral says it will provide feedback on this, but it can't uphold complaints based on the third-parties actions. It also says its loss adjustor should've been more proactive during April.

In its complaint responses Admiral says claim progression was limited from April 2022 onwards. Its loss adjustor had been chasing the contractor for a start date for the repairs. But the lack of progression continued. Admiral later apologised for the poor communication and confirmed the repair work was due to start in mid-August.

From the information provided I can see Mr S had to contact Admiral, and its agents, numerous times. I don't think this was fair. I agree with Admiral's view that its loss adjustor could've been more proactive in making contact. The contractor's standard of communication was also poor. It's not clear why it took so long for the repairs to be carried out. I understand the work took five days once the contractor eventually attended.

Admiral refers to storms potentially creating backlogs for its contractor. However, it hasn't shown that this was the reason the repairs were delayed. It's only suggested this could've been why its contractor didn't attend sooner.

I note Admiral's point that its loss adjustor and contractor were to blame for the delays and poor communication. I don't dispute this. But Admiral is responsible, as Mr S's insurer, to arrange for the repairs to be carried out effectively and ensure communication is of a good standard. I don't think it achieved this here.

Mr S describes the damage to his kitchen floor, which left a hole that had some sharp edges. He placed a rug over the damaged area as a temporary measure to protect his family and pet dog. However, this was in place for a significant period and largely meant keeping his dog and grandchild out of the kitchen. Mr S was able to set up a temporary arrangement, whereby his washing machine was kept outside and operated via a hose. I'm glad Mr S was able to still access a washing machine during this time. But I acknowledge the difficulties this caused him and his family.

Mr S says he suffered a family bereavement during the period he was waiting for Admiral to arrange the repairs. He says his wife was also distressed by the ongoing mess and disruption caused to their kitchen.

I've thought about the impact all of this had on Mr S and his family. I don't think Admiral has shown that there were avoidable delays that prevented the repairs taking place sooner. The damage was identified by Mr S in January 2022 and wasn't repaired until mid-August. This is a long time to live with this ongoing disruption. I can understand why Mr and Mrs S were distressed by the disruption as well as the inconvenience this caused.

I note Admiral's comments that the claim wasn't registered until mid-March 2022. Whereas

Mr S says he contacted Admiral at the beginning of January. Admiral thinks the compensation it offered is fair considering its view that the claim wasn't raised until March.

I asked Mr S if he had call records to show when he contacted Admiral. Unfortunately, he made calls using a work phone and isn't able to obtain these records. I've thought about what evidence there is to support the date the claim was made. I can see the surveyor's report confirms the loss date as 4 January 2022. Our investigator called Admiral to ask when Mr S made his claim prior to issuing his findings. I can see that Admiral's agent confirmed this was on 4 January.

The claim notes don't start until March 2022. However, on the balance of probability, I'm more persuaded by Mr S's testimony that he contacted Admiral In January. I don't think he's likely to have waited over two months to contact Admiral once he discovered the damaged floor. Given the poor standard of communication and claim handling demonstrated here, I think it's more likely that the claim was ongoing from January.

Having considered all of this I think a compensation payment is appropriate. Admiral took a long time to arrange the repairs. Because of the inconvenience and distress this caused, over this prolonged period, I agree with our investigator that a further compensation payment is warranted. In these circumstances I think an additional £250 is fair.

My final decision

My final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited should:

- pay Mr and Mrs S an additional £250 in compensation for the distress and inconvenience it caused them.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mr S to accept or reject my decision before 26 April 2023.

Mike Waldron
Ombudsman