

The complaint

Mr and Mrs J have complained about the service provided by Admiral Insurance (Gibraltar) Limited ('Admiral') under their home insurance policy.

For the avoidance of doubt, 'Admiral' includes Admiral's agents, surveyors, and contractors for the purposes of this decision letter.

What happened

In November 2021 Mr and Mrs J's property was damaged during a storm. They lodged a claim with Admiral as the insurers of their home. Admiral accepted the claim and appointed a contractor. A preliminary site visit took place in January 2022, and roof repair works commenced in March 2022. In May 2022, Mr and Mrs J complained to Admiral because the work hadn't been completed and the scaffolding and debris was still present. They were also unhappy with the standard of work carried out by the contractors. They wanted Admiral to pay compensation, to appoint their own builder and for Admiral to reimburse them for the new repair works.

Admiral considered that it had acted fairly and reasonably in response to Mr and Mrs J's claim and complaint. It had paid £400 in compensation for the initial delays in completing repair works, however it didn't consider that it should be required to do anything else in response to the complaint.

Mr and Mrs J remained unhappy with the outcome of their complaint and referred the matter to our service. The service's investigator upheld Mr and Mrs J's complaint. It was his view that Admiral should send out a loss assessor to produce a report on all concerns and settle the claim accordingly. He also concluded that Admiral should increase the compensation payment to a total of £800.

Admiral didn't agree with our investigator's view and 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 issue for me to determine is whether the service provided by Admiral was fair and reasonable. I've concluded that it wasn't fair and reasonable in all respects and I'll explain why.

I turn firstly to what Mr and Mrs J have said in support of their complaint. They bought the property in September 2019 and there were no issues with the roof at that time. Following the storm event in November 2021, the roof and side of the house were damaged, and the chimney top had blown off. There had since been further storms which created more damage and they thought that this was due to gaps in the roof, causing more debris and more missing mortar or cement. However, they thought that 99% of the damage was caused

by the storm in November 2021. They said that Admiral's surveyor visited in December 2021 and stayed for a maximum of five or ten minutes. Mr and Mrs J felt they'd been patient in waiting for builders to be approved and to start the work. After Admiral put up scaffolding in March 2022, they then waited for a further period of weeks before work started.

Mr and Mrs J considered that the roof had been *'badly patched up not water-tight and looks awful not cosmetic. This is my property that I pay house insurance on and expected the work to be carried out professionally to a high standard and look aesthetically pleasing'*. They said that the pointing had been damaged due to the high winds and ripped out when the roof tiles came off. They said that the contractors *'...left huge holes in my pointing, they said that this was wear and tear and it will not be fixed. I think this is atrocious and you can clearly see where the holes are due to the roof tiles being blown off. My chimney pot has not been fixed, which was broken in the initial storm...'* Mr and Mrs J stated that they also later discovered that two roof tiles were damaged by scaffolding. These were repaired but in a different colour to the original tiles. They said they didn't commission their own reports as they couldn't afford this. They said: *- 'All we would like is the work fixed appropriately and the correct work done and making the roof safe and weather tight ready for the upcoming winter...'*

Mr and Mrs J said that the series of events had caused the family stress and upset. They said: *- 'As consumers we have not done anything wrong, we had house insurance, a storm initially damaged our property and others in the surrounding areas, we called to make a claim, we waited months and months whilst further storms battled within the region. To finally get the work done and to find that the work is not up to standard, to now have to fight and battle on to get the work completed correctly'*. They also had their house up for sale and believed that they'd not been able to sell due to the continuing issues. They didn't want Admiral's builder back and wanted to use their own builders so that they could vet the work.

Finally, Mr and Mrs J made it clear that whilst they would like Admiral to take responsibility for the issues: *- 'I would just like to say that admiral have been great at trying to sort this problem for me but due to the unfortunate communication and lack of customer skills from the third party company admiral uses I will not be renewing my home or car insurance with admiral and you have unfortunately lost my custom going forward'*.

I now turn to Admiral's response. It agreed that the delays and fact that scaffolding remained didn't constitute a fair and reasonable service. It explained that following storms that covered various parts of the country; *- 'all insurance companies and suppliers were inundated with claims and reinstatement works, which had a knock on effect of a shortage of suppliers'*. It apologised for the inconvenience and offered compensation of £400 for trouble and upset caused. It said that arrangements had been made for the scaffolding to be removed.

Admiral said that Mr and Mrs J hadn't mentioned pointing when Admiral's surveyor visited, and it thought that the contractors had carried out all the work that was related to the relevant storm damage. As to the length of time a surveyor spent at the property, it concluded that they were professionals *'who are there to carry out the necessary work to determine the damage and necessary work required.'* It said that the contractors had confirmed that the roofing tiles had been colour-matched to the original tiles and that the chimney cowl had been confirmed as repaired, along with the gable wall pointing which it said had *'significant wear related issues, unrelated to the storm damage'*. It also said that the lead around the chimney had been redressed. Finally, it wasn't aware that debris had been left by the contractor.

Admiral stated that Mr and Mrs J were fairly and reasonably asked to submit a surveyor's report for the disputed parts of the complaint to show that works were required due to storm damage and not wear and tear. As they'd failed to do so, Admiral didn't consider that it had been given the opportunity to reinvestigate the complaint points. Finally, regarding the

scaffolding, Admiral stated that its contractor left the scaffolding up in case they had to go back out, due to the complaint which had been lodged.

The surveyor's report from December 2021 stated that: *'On external inspection of the roof from ground level at the front of the property there is no evidence of deterioration to the roof covering which appears to have been in a sound pre-loss condition however storm winds have dislodged tiles and the chimney cow[e]l which now require repairs.'*

Having considered all available evidence and the parties' submissions, I note that the parties do not agree on the factual position. Admiral's report included photographic evidence of the cowl which had been blown off. Mr and Mrs J also stated that as at mid-November 2022, the chimney cowl hadn't been repaired and produced photographs to support their position. Admiral however claimed that the chimney cowl had been repaired. It should however be a simple exercise to check the position. I don't consider that it would be fair and reasonable to expect the policyholders to instruct their own surveyors or experts in order to obtain additional evidence and I agree with our investigator that Admiral should now appoint a loss adjuster and/or surveyor to report on the position. If the cowl hasn't been replaced, Admiral should settle this part of Mr and Mrs J's claim without further delay.

I turn now to Mr and Mrs J's complaint that following damage caused to two red tiles, caused by the erection of scaffolding by Admiral's contractor, the contractor replaced these with two black tiles. On the balance of probabilities, I accept Mr and Mrs J's argument as, on the balance of probabilities, this is supported by the photographs which show two black tiles which appear to have been replaced relatively recently. Whilst there is moss growth on the surrounding tiles, this isn't the case for the two black coloured tiles. I consider it unlikely they were replaced before Mr and Mrs J purchased their house in 2019 and I have no reason to doubt their version of events. Admiral has stated that its contractors said that the roofing tiles had been colour-matched to the original tiles. I consider it likely that confusion has arisen as the storm-damaged tiles on the gable-end of the property may well have been colour-matched, but that the scaffolding-damaged tiles weren't. Admiral should appoint a loss adjuster and/or surveyor to report on the position and should settle this part of the claim without further delay.

As to the work carried out to replace roofing tiles on the gable-end of the property and the eaves pointing directly under the replacement tiles, I agree that the photographic evidence produced by Mr and Mrs J doesn't indicate that work was carried out to a fair and reasonable standard and Admiral's loss adjuster and/or surveyor should report on the position. Admiral should then settle Mr and Mrs J's claim to place them back in the position they would have been in prior to the storm damage.

As to the gable wall itself, I note from the available photographic evidence that the gable wall brickwork together with the chimney stack may be suffering from wear and tear and gradual deterioration. The contractor's view was that the eave pointing was also suffering from wear and tear. However, due to the extent of the visible mortar debris following the November 2021 storm, I consider it likely that the predominant cause of the failure of the mortar directly under the tiles on the gable end was storm related. I therefore agree with the service's investigator that this element should be considered further under the terms and conditions of the policy. In the circumstances, Admiral's loss adjuster and/or surveyor should again report on the position and Admiral should settle this part of the claim as appropriate in accordance with the professional recommendation of its loss adjuster and/or surveyor.

As to the delay in work commencing, I note that Admiral had accepted that there had been unfair and unreasonable delays and that it had paid £400 in compensation to acknowledge this. I note that the contractor failed to carry out work for many months. Whilst I realise that there may have been considerable demands upon insurance services and contractors

following widespread storm events, here I consider that the delays were neither fair nor reasonable. I've also noted that the works which were carried out may not have been to a fair and reasonable standard. I've further noted that scaffolding had remained in place for an extended period and these on-going problems may well have affected the saleability of Mr and Mrs J's property. I also accept that the photographic evidence indicated that debris which resulted from the storm damage wasn't removed by Admiral's contractor.

In the circumstances, I accept that the impact of the various problems which Admiral's handling of Mr and Mrs J's claim had over a period of over a year was significant. I'm therefore satisfied that it would be fair and reasonable for Admiral to pay compensation in the total sum of £800 (to include the £400 previously offered by Admiral).

My final decision

For the reasons given above, I uphold Mr and Mrs J's complaint against Admiral Insurance (Gibraltar) Limited and require it to do the following: -

- To urgently appoint a loss adjuster and/or surveyor to report generally and specifically on the matters listed in the body of this letter.
- Subject to all relevant terms and conditions of the policy, to settle Mr and Mrs J's claim for any missing chimney cowl, two non-matching tiles and any defective tiling and eave-pointing below the replaced tiles.
- Subject to all relevant terms and conditions of the policy and the recommendations of its loss adjuster and/or surveyor, to settle Mr and Mrs J's claim as appropriate, for any other eave-pointing and brickwork pointing on the gable end of the property.
- To pay compensation in the total sum of £800, to include the sum of £400 already paid to Mr and Mrs J, for the distress and inconvenience caused by Admiral's handling of this claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J and Mrs J to accept or reject my decision before 9 February 2023.

Claire Jones
Ombudsman