

The complaint

Mr and Mrs S complain about Admiral Insurance Company Limited's handling of a claim on their home insurance.

Both Mr and Mrs S are named policyholders on their Admiral policy, so any claim or complaint is brought by them both. But for simplicity, and because most of the information about the complaint has been provided by Mr S, I'll refer mainly to Mr S from here onward.

What happened

Mr and Mrs S had an Admiral home insurance policy. In February 2022, their home suffered severe roof and internal water damage during a storm. Mr S made an insurance claim to Admiral. Admiral appointed a loss adjustor to manage the claim. However, over the next six months, Mr S encountered multiple problems. Temporary repairs weren't made until April 2022, and permanent repairs not until June 2022.

In May 2022, Admiral accepted that delays progressing the claim, the service provided by its loss adjustor, and the time taken for its contractor to make temporary repairs were all "*entirely unacceptable*". It offered Mr and Mrs S £325: £300 for the distress/inconvenience, and £25 to reimburse them for phone calls chasing progress on their claim.

In September 2022, following more problems with their claim, Admiral offered Mr and Mrs S another £215: £200 for the ongoing trouble and upset this was causing them, and £15 for more phone calls.

While Mr S is happy with the second award, he doesn't think Admiral's first award adequately compensated his family for the "*level of stress and distress*" caused to his family or took into account "*the level of disregard for our safety*". He brought his complaint to this service.

Our investigator didn't recommend that Mr S's complaint should be upheld because he was satisfied that Admiral's total offer was fair. Mr S disagreed with our investigator, so the case was passed to me to consider.

My provisional decision

I issued a provisional decision on this complaint on 10 February 2023. I said:

"Admiral accepted Mr S's claim for the storm damage and agreed that its handling of the claim was unacceptable. So the only thing for me to consider here is the level of compensation it offered Mr and Mrs S."

The key points are:

- *Mr and Mrs S's home was unsafe, with a large hole in the roof. Admiral's loss adjustor showed no urgency in arranging temporary repairs.*
- *They were in a vulnerable situation with a very young baby and another small child.*

- *Admiral and its loss adjustor failed to return phone calls as promised.*
- *It took almost a month before the contractor arranged a visit to make temporary repairs to the roof.*
- *When the contractor finally visited Mr S's home in March 2022, he didn't carry out the repairs. He then falsely told Admiral and the loss adjustor he'd completed this.*
- *A temporary repair wasn't done until 5 April 2022, over six weeks after the storm.*
- *These repairs were inadequate and didn't stop more rain getting into their home in May 2022, causing further internal damage.*
- *Admiral didn't approve the claim until the end of April 2022.*
- *Permanent repairs weren't completed until 11 June 2022, almost four months after the storm.*
- *The claim wasn't fully settled until September 2022.*

I agree with Admiral when it described the service provided as unacceptable. I've no doubt this caused Mr and Mrs S significant distress and inconvenience. I know a lot of this was caused by Admiral's loss adjustor and contractor, however Admiral is responsible for its agents' actions. I'm glad it acknowledged this, apologised to Mr and Mrs S, and offered them compensation.

I've thought carefully about the awards this service typically makes in similar circumstances. Admiral has offered Mr and Mrs S £500, plus £40 to reimburse them for the many phone calls they had to make about their claim. On balance, I don't think this is enough. I think a more appropriate award is £750. That means I think Admiral should pay Mr and Mrs S an extra £210."

Responses to my provisional decision

Mr and Mrs S accepted my provisional decision and had nothing to add.

Admiral told us it had no further comments.

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.

Given neither party has submitted any new evidence, I see no reason to change my provisional decision.

My final decision

My final decision is that I uphold the complaint and require Admiral Insurance Company Limited to pay Mr and Mrs S an extra £210 to reflect the distress and inconvenience it caused them in its handling of their insurance claim.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs S to accept or reject my decision before 23 March 2023.

Simon Begley
Ombudsman