

The complaint

Miss D complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) unreasonably delayed in carrying out repairs at her home, and that these were carried out poorly. She wants Admiral to compensate her for the distress and inconvenience she experienced.

What happened

Miss D is a single parent of a young child. She insured her home with Admiral.

In mid-2021 Miss D experienced an escape of water at her home. This caused damage into the bathroom and kitchen of Miss D’s home.

She submitted a claim to Admiral. Her claim was assessed and accepted. Miss D wanted Admiral’s contractors to carry out the repairs directly and she paid her excess.

Works were initially delayed and there were issues which arose during the repairs. As a different type of boiler was reinstated the shower could no longer be attached in its existing place and had to be moved.

Miss D made an earlier complaint about delays and the works done in respect of the period July 2021 – December 2021. During that time, Admiral paid disturbance payments to Miss D to reflect a period when she was without hot water and heating in her home. Admiral also agreed that there had been service failings.

Repairs were then carried out. Miss D complained about the standard of these repairs and about further delays. Miss D detailed that holes in the tiles were left exposed after the shower was moved, the moved shower no longer worked with the shower screen and water went over the top of the screen and a pipe fitting left emerging from the ceiling. The sealant around the bath was poorly done, a tap had been adapted badly and wallpaper in the downstairs room had been poorly cut, leaving an exposed edge which was peeling.

Admiral responded to her complaint in mid-April 2022.

Admiral accepted that there had been failures in responding to Miss D and that the works at her home had not been carried out to an adequate standard. Admiral acknowledged that she had been unable to use her shower throughout the period and offered her £250 compensation for this. Admiral also increased an earlier disturbance payment that had been made to Miss D, in relation to the period September - October 2021.

Admiral agreed to carry out rectification works, and these were completed around April 2022. Miss D remained unhappy and contacted us. She explained that having to chase updates regularly and not receiving communications was time consuming and stressful. She explained that she had to be available at her home to allow access for repairs and she was unable to use her shower for a further 4/5 months while repairs were done. Her child was able to use the bath during this period, but Miss D had to visit family to shower.

Our investigator looked into this matter and did not recommend that the complaint be upheld. They considered that Admiral had made a reasonable offer of compensation to reflect the distress and inconvenience caused.

Miss D did not accept that view and asked for an ombudsman decision.

I made some further enquiries and issued a provisional decision in respect of this matter in March 2023. In that provisional decision I explained why I thought that Admiral ought to do more to put matters right. I provisionally decided that Admiral should pay to Miss D her additional power costs through the period, and £600 compensation for her distress and inconvenience.

That provisional decision has been shared with the parties and they have been invited to comment.

Miss D has responded and accepts the provisional decision.

Admiral has responded, not accepting the decision. It argues that the compensation it has already paid is sufficient, and it argues that the shower was not out of use for the entire period. Admiral has demonstrated a calculation by which it considers it has already reimbursed Miss D for her power costs and Admiral considers that Miss D's energy use may have been lower if she was unable to use her shower.

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.

I have considered the additional arguments from Admiral.

Firstly, Admiral has made submissions disputing that the shower was unusable for the whole time. I accept that the shower functioned but, as Admiral acknowledged in its final response letter, the repositioning of the shower rendered the shower screen unfit for purpose as water escaped the shower.

I consider that this meant that the shower could not reasonably be used during this time, up until the screen was replaced in April 2022.

Admiral has provided a calculation of the costs of drying, showing electricity usage of dehumidifiers from mid-August to early September 2021. This predates the period of this decision and is not relevant to this decision.

In my provisional decision I explained that I expected that usage of the bath rather than the shower would have increased Miss D's energy usage, and I set out a method of calculating this for Admiral to reimburse. Admiral has indicated that it does not consider that the energy usage will be markedly higher during the period December – April than in other years.

I am not satisfied that there would have been no increase in energy use over the period when snagging works were undertaken. Power tools being used by contractors carrying out snagging works, and changes in the way hot water was used, may well have increased Miss D's usage over that period and I think it fair for Admiral to reimburse this.

If Admiral is correct, and there was no increase in usage, then the method previously set out, of comparing unit use to the same period in the previous year, would not result in any additional payment being needed.

Finally, Admiral has argued that the payments it made to Miss D already, and for earlier periods, are sufficient to meet our usual compensation levels. I do not accept this, and I explained in my provisional decision why I did not consider that the fact that this complaint followed an earlier complaint, reduced the impact on Miss D. In fact, I consider it equally likely it exacerbated her distress and inconvenience.

Consequently, I am not persuaded to change my view by Admiral's comments, and I adopt my provisional decision and reasoning, as supplemented by this decision, as my final decision, and I uphold Miss D's complaint.

Putting things right

As previously set out, in order to put matters right I consider that Admiral should reimburse any additional energy costs Miss D incurred during the period December 2021 – April 2022, by reference to the increase (if any) in the number of energy units used. This should be both for gas and electricity.

Admiral should also pay to Miss D £600 compensation for her distress and inconvenience.

My final decision

For the reasons given above, and in my provisional decision, I uphold Miss D's complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Reimburse Miss D for her increased energy usage over the period of the works; and
- Pay to Miss D £600 compensation for her distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 28 April 2023.

Laura Garvin-Smith
Ombudsman