

## **The complaint**

Mr W and Mrs S complain about the delays caused by Admiral Insurance (Gibraltar) Limited when claiming on their home insurance policy.

## **What happened**

Mr W and Mrs S put in a subsidence claim with Admiral in 2018. Due to issues with handling the claim Mr W and Mrs S complained to Admiral. One of the complaints Mr W and Mrs S made was referred to this service and dealt with under a different complaint where compensation for the delays was paid.

Following that complaint Mr W and Mrs S suffered further delays in the repairs being completed and therefore complained to Admiral again. Admiral reviewed this complaint and issued a final response letter on 13 December 2022. In its response Admiral accepted it hadn't handled the claim as it should and offered £475 in compensation for the delays and poor claim handling. Admiral accepted it had delayed the claim, not communicated as expected with Mr W and Mrs S and not responded to contact from Mr W and Mrs S which had caused them to chase Admiral unnecessarily. Unhappy with Admiral's response Mr W and Mrs S referred their complaint here.

Our investigator reviewed the complaint and explained he was only able to consider the delays between 16 June 2022 and 13 December 2022. This was because Mr W and Mrs S's previous complaint had addressed the delays before this. However, our investigator didn't think Admiral had offered enough to compensate Mr W and Mrs S for the unnecessary distress and inconvenience, so he recommended Admiral increase the compensation to £625 for the poor claim handling during this time.

Mr W and Mrs S didn't think this was enough. They explained that the claim had been ongoing since 2018 and so thought Admiral should pay more compensation.

As Mr W and Mrs S didn't agree the complaint has come 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.

When dealing with a claim there is a requirement on Admiral to do so promptly and so I've looked at whether Admiral has done this. While I understand Mr W and Mrs S's frustration at the length of time their claim has taken, in this decision I'm only able to consider the claim handling between 16 June 2022 and 13 December 2022. This is because Mr W and Mrs S have made other complaints about the delays caused before 16 June 2022 which have been dealt with separately. I'm also aware compensation for the poor claim handling before 16 June 2022 has been paid to Mr W and Mrs S, and as it's been dealt with in a separate complaint, I'm unable to comment on it here.

When looking at the claim handling between 16 June 2022 and 13 December 2022, it's not

in dispute that Mr W and Mrs S's claim has taken too long. Admiral accepts that it has caused unnecessary delays which caused Mr W and Mrs S unnecessary distress and inconvenience. However, what is in dispute is the amount of compensation Admiral should pay.

When I've reviewed the timeline of events between these dates it's clear Mr W and Mrs S have had to chase Admiral multiple times. There have also been issues with the repairs completed, which have needed rectifying. Work has not been authorised when it should have, which has resulted in repairs being partially completed and then left for long periods of time, while Mr W and Mrs S chased Admiral. There were also issues with the repairs completed and generally poor communication by Admiral.

While it's disappointing to see these things have happened, it's good Admiral has acknowledged them and offered compensation to Mr W and Mrs S. However, I'm not satisfied that the amount Admiral has paid is enough. I say that because due to Admiral's poor claim handling there have been considerable delays and multiple times when Mr W and Mrs S have needed to chase Admiral when they shouldn't have needed to. They've also had to live with repairs being partly completed while the authorisation was provided. Due to all the errors, I'm satisfied Admiral should pay Mr W and Mrs S an additional £150 bringing the total compensation to £625 for the unnecessary distress and inconvenience caused between 16 June 2022 and 13 December 2022.

### **My final decision**

For the reasons explained above, my final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to pay Mr W and Mrs S a total of £625 for distress and inconvenience caused between 16 June 2022 and 13 December 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs S to accept or reject my decision before 28 April 2023.

Alex Newman  
**Ombudsman**