

## **The complaint**

Mr T has complained about Admiral Insurance (Gibraltar) Limited's handling of his claim for a damaged carpet under his home insurance policy.

## **What happened**

Mr T made a claim in July for damage to his floor caused by rising damp. The claim was referred to Admiral's claim handling agent. Mr T hadn't had a decision on his claim by September 2022, so he complained to Admiral. They investigated his complaint and issued a final response in October 2022 apologising for the delay and offering £350 in compensation. We considered this as a separate complaint and concluded this offer was fair and reasonable. The claim for the damage to the floor was eventually declined in November 2022. Mr T then contacted Admiral and claimed for the damage to his carpet, which he'd had to have replaced.

Mr T contacted us in January 2023 and told us he wasn't happy about the fact he hadn't had a decision from Admiral on his claim for his carpet. We told Admiral Mr T wasn't happy about this in January 2023. We also made it clear to Admiral again in February 2023 that we would be considering Mr T's complaint about them not making a decision on his claim for his carpet.

Admiral eventually issued a further final response to Mr T on 7 March 2023, in which it said the decision to turn his claim down was correct. But this didn't specifically refer to his claim for his damaged carpet. And I think it gave the impression it was in relation to the claim for the damage to Mr T's floor, which he accepted wasn't covered.

Mr T spoke to one of our investigators on 7 March 2023, who explained to him that his claim for his carpet was unlikely to be covered, as the damage to it wasn't caused by escape of water or another event covered by his policy. However, she left it with Mr T that she'd consider what had happened and provide her view on his complaint.

She did this on 30 March 2023. In her view she explained that she didn't think Mr T's claim for his carpet was covered by his policy. She also said that Admiral's failure to let Mr T know this and leaving him wondering whether his claim for his carpet would be covered had caused him unnecessary distress and inconvenience. She said Admiral should pay Mr T £150 in compensation for this.

Mr T hasn't commented on the investigators opinion on his complaint. But Admiral have disagreed with it. They've said that because the investigator thinks they were right to turn down Mr T's claim, she should have rejected his complaint.

## **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 it in part for the same reason as the investigator.

Admiral seems to have misunderstood what this complaint is actually about, despite us making this clear. And this meant their final response on 7 March 2023 didn't actually make it clear to Mr T that they would not be meeting his claim for his carpet. And it didn't address his complaint about the fact Admiral had not provided him with a decision on it.

It also seems that, despite our investigator making it clear to Admiral why she was upholding Mr T's complaint, Admiral have not understood this and thinks his complaint was purely about them turning down his claim for his carpet, which, as I've already explained, it was not.

I think it was apparent from November 2022 when Admiral responded to Mr T's claim for the damage to his floor that the damage to his carpet hadn't been caused by an insured event. Yet, despite him asking Admiral about it on several occasions, Admiral never actually specifically told Mr T that they would not be meeting his claim. It seems Mr T actually only realised this due to the telephone conversation with our investigator and her written view on his complaint.

In the circumstances, I agree with our investigator that Admiral's failure to clearly explain to Mr T that his claim for his carpet was not covered was very frustrating for him and caused him unnecessary distress and inconvenience. And I agree that the level of distress and inconvenience he experienced does warrant a compensation payment of £150.

### **Putting things right**

For the reasons set out above, I consider Admiral's poor handling of Mr T's claim for his damaged carpet caused him unnecessary distress and inconvenience. Because of this, I consider Admiral should pay him £150 in compensation.

### **My final decision**

My final decision is that I uphold Mr T's complaint in part and order Admiral Insurance (Gibraltar) Limited to pay him £150 in compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 17 May 2023.

Robert Short  
**Ombudsman**