

The complaint

Mr C complains about Admiral Insurance (Gibraltar) Limited (“Admiral”) for delays in carrying out repairs at his home. He wants Admiral to complete the repairs and to pay him compensation for loss of use of his garden for a prolonged time.

What happened

Mr C insured his home with Admiral.

In February 2022, his home was damaged by a storm. Part of the roof was damaged, and part of his boundary wall was brought down.

He submitted a claim to Admiral. Admiral sent a loss adjuster out around 2 weeks later.

Admiral then accepted the claim. After some delays, the roof repairs were settled and completed in April 2022. The wall debris was also cleared. The boundary wall, however, was not repaired.

Mr C wanted Admiral’s contractors to carry out the repairs and to rebuild the wall. Mr C reported a lack of communication from Admiral, including about progress and who was responsible for the wall rebuild.

In June 2022, Mr C complained to Admiral. Admiral responded on 21 June 2022. It accepted that there had been unacceptable delays to the wall rebuild and that there had been instances of poor communication.

Admiral offered Mr C £325 compensation to reflect the delays and issues with service to that point. Mr C was not happy with this and contacted us. The wall remained unbuilt and there were further delays in arranging contractors able to carry out the rebuild.

Mr C explained that this impacted upon his family’s life as they were not able to use their garden and pool privately with the wall missing, and that their home’s security was compromised so they were unable to holiday.

Our investigator looked into this matter and did not recommend that the complaint be upheld. They explained that our rules only allow us to look at the substance of a complaint up until the final response letter is sent, and that issues which arise after that response ought to be put to the business in a further complaint before we can look at them.

Based, then, on the period of delay at the time of the final response being around 3-4 months, the investigator considered that the offer of compensation was reasonable. Mr C did not accept that view and asked for an ombudsman decision. He pointed out that the wall remained unbuilt by March 2023, and he had encountered difficulties getting alternative insurance cover as he was unable to explain the status of the wall rebuild when applying for insurance.

I issued a provisional decision in respect of this complaint in May 2023. In that provisional decision I explained that I agreed with my colleague and that they were correct that our rules meant we could only consider complaints which had been put to the business first. I explained however that, if the business agreed, I thought it appropriate to consider the full period of delays in one go, rather than in a piecemeal fashion.

I explained that I considered that to fairly resolve the whole period of delays then Admiral should complete the wall repair works by the end of May 2023, and pay to Mr C £1500 to reflect his distress and inconvenience over the whole period.

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

Admiral has responded, accepting the basis of the provisional decision, but advising that it has responded to subsequent complaints of delay from Mr C and cumulatively has paid more compensation than I set out in my provisional decision. It states that it considers that the compensation it has paid is adequate.

Mr C has acknowledged this and accepted that he has received more than £1500 compensation over the period since the wall was damaged. He accepts the provisional decision also, but makes the point that some work is still outstanding (to the pool) and that a skip and facilities remain on his property beyond the May end point that Admiral had indicated.

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.

As no arguments have been made against my assessment of fair compensation and a fair approach to this complaint, I remain of the view set out in my provisional decision and I adopt that decision and reasoning.

I am satisfied that Admiral has paid the level of compensation I provisionally directed, and I do not ask it to do anything more in respect of this complaint.

Mr C has advised that some work, which was outside of the original complaint, is ongoing and that some work materials and facilities remain on his property.

As these issues are outside of the referred complaint, I cannot make a determination on them but would advise Admiral to ensure the remaining works are completed and materials cleared in a reasonable time to avoid further complaint.

Putting things right

Admiral has already taken action to put matters right. It should now continue the current works and remove materials from Mr C's home in reasonable time.

My final decision

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

- Complete repairs to the boundary wall by the end of May 2023; and
- To pay £1500 compensation to Mr C for his distress and inconvenience. This sum

includes any other compensation already paid to Mr C for these delays.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 18 July 2023.

Laura Garvin-Smith
Ombudsman