

The complaint

Mr C complains about Admiral Insurance (Gibraltar) Limited's handling of his buildings insurance claim.

All references to Admiral also include its appointed agents.

What happened

The details of this complaint are well known to both parties, so I won't repeat them again here. Instead, I'll focus on giving my reasons for my decision.

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'm upholding this complaint for these reasons:

- Mr C has provided a report from an expert which details movement is still taking place at the property. In particular, it highlighted issues regarding movement under a bay window at the front of the property.
- Our service has previously asked Admiral to comment on this, and although it has since provided a further report from its own expert, it doesn't appear to have considered the findings in the report provided by Mr C and doesn't comment on the issues under the front bay where the movement has been said to be causing issues.
- As the report provided by Mr C says there is ongoing movement, further investigation will be required to ensure the property is stable before works begin, and that these works are adequate in providing a lasting and effective repair in all areas covered under the policy.
- Admiral has now had several opportunities to assess this movement. Mr C has had to obtain the report at his own cost, and based on what I've seen, as I think further investigation is required, it's reasonable for Admiral to reimburse this cost.
- Mr C has put forward several items he feels should be included in Admiral's offer of settlement. Admiral has said it will consider each of these and asked for invoices and photos for review. I don't think this is unreasonable.
- Admiral has now agreed to pay for Mr C to stay in alternative accommodation while repairs are ongoing. Our service has previously asked Admiral why its position on this matter changed, but it has provided no further comment. Based on the information available to me, I'm persuaded the initial refusal to meet this cost caused unnecessary delays in matters progressing and would've been distressing for Mr C.
- Admiral accepted its communication throughout the claim could've been better. And I can see this has caused Mr C frustration and confused matters over a prolonged period. In the circumstances, I think Admiral should pay Mr C £250 compensation as this fairly reflects the distress and inconvenience its actions have caused.

Putting things right

To put things right Admiral should:

- Arrange further investigation into the cause of continuing movement, taking into account and commenting on the findings in the report provided by Mr C.
- Reimburse Mr C for the cost of the report of April 2023. Admiral can ask for proof of this expense, such as an invoice, if it requires it.
- Pay 8% simple interest per annum on this amount from the date Mr C paid the invoice to the date it makes settlement of the report cost.
- Pay Mr C a total of £250 compensation.

My final decision

My final decision is that I uphold Mr C's complaint.

To put things right I direct Admiral Insurance (Gibraltar) Limited to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 20 October 2023.

Michael Baronti
Ombudsman