

The complaint

Mr D and Miss W complain about the service they received from Admiral Insurance (Gibraltar) Limited (Admiral) under their home insurance policy following a claim for storm damage.

References to Admiral include its loss adjuster and contractors who are acting on its behalf.

What happened

On 27 November 2021 Miss W made a claim after damage was caused to her kitchen following a named storm. Although the policy is in joint names, I've referred only to Miss W throughout as she pursued the claim on behalf of herself and Mr D.

Admiral accepted the claim and appointed a loss adjuster and contractors to carry out the work. Miss W was advised that due to the extent of the damage she would need alternative accommodation. This was covered under the policy.

On 1 December 2021 Admiral instructed their accommodation bureau to find a suitable property for Miss W and her dogs. However, Miss W found a property herself and Admiral agreed to cover the cost. This property was only available until 19 December 2021 and Miss W voiced her concern to Admiral about this on a number of occasions. Admiral passed this information on to its accommodation bureau but in the meantime Miss W found another property which was available until 28 December 2021. On 27 December 2021 Miss W contacted Admiral to remind it that she had to move the following day and as no suitable alternative was found she moved back into her house.

Admiral made further enquiries and offered Miss W a property which didn't take pets. As this meant her dogs would have to go into kennels Miss W turned this down. She then sourced her own accommodation from 17 January 2022 to 3 March 2022 which Admiral approved.

Miss W visited the house in February 2022 and found that work hadn't started. Admiral said that works had been approved and would begin shortly. Miss W reminded Admiral that the current accommodation was due to end soon and she was advised that it had been unable to find a suitable property which would take dogs. Miss W therefore arranged another short term let to 3 April 2022.

In March 2022 Miss W contacted Admiral to express her concern that works had not yet begun. Admiral advised that a structural engineer was due to attend the property, and scaffolding was being erected. In April 2022 Admiral agreed that Miss W could extend her accommodation for a further month and said that the structural engineers report had been received so work should begin.

In May 2022 Miss W complained to Admiral about the management of her claim and in particular about the delayed start, poor service and having to move eight times between properties. Miss W continued to contact Admiral for updates and Admiral approved a further move to different accommodation up until 18 June 2022. Miss W was advised that work would begin on a number of different dates which didn't happen. Admiral then responded to

her complaint and accepted that their service fell below standard and that the claim was not handled in a timely manner. It offered £600 compensation for the inconvenience caused. However, it didn't uphold the complaint in relation to the alternative accommodation as it didn't accept that Miss W had moved to eight different properties.

Miss W didn't accept the compensation and brought her complaint to this service. Our investigator thought that the £600 compensation Admiral had already offered for the delay and lack of claim management was fair. However, she thought that Admiral had not treated Miss W fairly in relation to the alternative accommodation and that it should pay an additional £300 compensation. Admiral accepted our decision, but Miss W didn't think it reflected the inconvenience caused and asked for an ombudsman's 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.

Admiral's final response to Miss W's complaint was in July 2022 and so my focus is on the areas of complaint up until this date. I understand there is a separate complaint regarding later issues.

Admiral accepts that its level of service fell below standard. An important part of our role is to say how an insurer should put right the impact of its mistake which includes looking at the emotional or practical impact. We wouldn't usually make a specific award for someone's time, but we do factor in the inconvenience someone may have experienced spending time dealing with a matter.

I've looked carefully at all the information provided and I think it's clear that there were considerable delays resulting in distress and inconvenience for Miss W. At the time of Miss W's complaint to Admiral in May 2022, the work hadn't started. I accept that there may have been some delay, as Admiral says, due to the number of claims made following the storm. There was also mention of possible asbestos and delays in sourcing bricks. However, this doesn't explain the extent of the delay. Admiral accepts there were problems with its contractors, particularly the roofers – resulting in delays to the start date. Admiral is responsible for the actions of its agents, and I think Admiral could have managed the claim better to keep on top of progress from the start.

Admiral should also have kept Miss W updated with progress and I can't see that it did this. It was Miss W that chased Admiral and the loss adjuster regularly for updates. When start dates were given to Miss W they weren't adhered to - and Miss W wasn't informed. It was only when Miss W made visits to the property that she found out that work hadn't begun.

Admiral says that Miss W only stayed in four alternative accommodations rather than eight. Miss W says that she wasn't referring to eight different properties but that she had already moved six times and was anticipating a further two moves. Admiral hasn't been able to provide details of the accommodation Miss W stayed in, so I've relied on information provided by Miss W. I can see that she moved seven times between December 2021 and July 2022. One of these moves was back to her own property when she had nowhere else to go – despite it being uninhabitable. Moving this number of times would have been both disruptive and inconvenient.

I note that Miss W sourced all the properties herself. Admiral says that its accommodation bureau was unable to find suitable properties because of the dogs. It did offer Miss W a longer term property, but this involved the dogs going into kennels and understandably Miss W didn't want to do this. I appreciate that accommodating the dogs would have narrowed the

options, but Miss W was able to find suitable short term accommodation and I think it would have been reasonable for Admiral to have offered more assistance.

I also note that Miss W had to chase Admiral towards the end of each of her tenancies to remind it that she would need to move. This would have been stressful for Miss W particularly bearing in mind the uncertainty of where she would be going. I think Admiral could have managed this situation better and kept in more regular contact.

Miss W spent around seven months out of her home up until July 2022. She was always going to have to move out of her home after the damage and stay in alternative accommodation for a period of time. This wasn't Admiral's fault. However, I think the time spent out of her home is likely to have been shorter had the claim been handled better.

This must have been a very difficult and stressful time for Mr D and Miss W and I don't think Admiral treated them fairly. I think that a total of £900 compensation for distress and inconvenience is reasonable – this includes the £600 already offered.

Admiral has said that it would consider paying any additional expenses that Mr D and Miss W incurred travelling to work from the alternative accommodation, which was out of their usual area. I'm not sure if this has been done but if Mr D and Miss W can provide evidence of this to Admiral, I think it's reasonable to expect Admiral to pay any additional travel costs.

My final decision

My final decision is that I uphold this complaint and require Admiral Insurance (Gibraltar) Limited to pay Mr D and Miss W a total of £900 compensation for distress and inconvenience – less the £600 compensation if this has already been paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Miss W to accept or reject my decision before 19 September 2023.

Elizabeth Middleton
Ombudsman