

The complaint

Mrs H is unhappy with Admiral Insurance (Gibraltar) Limited's (Admiral) handling of a claim made under her home insurance policy. She also says damage was caused to her property during the claim.

Where I've referred to Admiral, this also includes any actions or communication by agents acting on Admiral's behalf.

What happened

In December 2022 a pipe in the loft of Mrs H's home burst and caused significant damage to her property. A claim was made to Admiral, Mrs H's home insurance provider.

Mrs H was moved to alternative accommodation, and as far as I'm aware, repairs are still ongoing. Mrs H is unhappy with Admiral's handling of her claim, this includes the uncertainty she had around her alternative accommodation, and she says the removal company appointed by Admiral damaged her driveway.

Mrs H complained to Admiral and later brought the complaint to this service.

One of our investigators looked into things and upheld the complaint in part. She said for the period she was considering (up to Admiral's final response of 16 May 2023), delays had occurred in the drying of Mrs H's property, and this resulted in continued uncertainty with Mrs H's alternative accommodation. So, she recommended Admiral pay £200 compensation.

However, the investigator said there was insufficient evidence to show the driveway was solely damaged by the removal company appointed by Admiral, so she didn't uphold this part of the complaint.

Admiral agreed with the investigator's compensation recommendation. Mrs H didn't agree overall. As an agreement couldn't be reached, the case was passed to me for a final 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, whilst I appreciate it will come as a disappointment to Mrs H, I've reached the same outcome as our investigator.

When reaching my decision on this case, like our investigator, I've considered what happened up to the point Admiral issued their final response on 16 May 2023.

As explained to Mrs H by our investigator, for any issues that have more recently arisen since then, such as the quality of repairs that have been carried out, and having to move out

of alternative accommodation, Mrs H would need to raise this with Admiral in the first instance. If Mrs H remains unhappy with Admiral's position after this, she could then bring a new separate complaint to us about those issues - subject to our usual rules and timescales.

Mrs H's claim was made in mid-December 2022. The damage caused by the burst pipe was extensive, and this meant Mrs H needed to be moved to alternative accommodation.

I can see from the timeline of what happened that there were delays in drying being completed. Whilst this would always have taken some time, it does appear there were avoidable delays in this starting. Asbestos was also discovered, which then caused the timescale for repairs to start to be further extended.

I do think there were some unavoidable delays which would mean the claim would always have taken some time, such as the property needing drying in the first place, and the discovery of asbestos which needed removing. But there were also avoidable delays too, such as the delay in drying actually starting and a delay in asbestos removal being completed after it was identified. So, I can't hold Admiral responsible for *all* the delays or time taken. But as I say, there were some avoidable delays during this time.

What this also meant was that Mrs H faced uncertainty with her alternative accommodation. Admiral struggled to find suitable longer-term accommodation due to Mrs H having a pet. And this resulted in Mrs H being in shorter term alternative accommodation, which needed to be extended several times, leaving her facing uncertainty whether she'd need to move or not. Our investigator recommended Admiral (and they agreed to) pay Mrs H £200 for the avoidable delays and the resulting uncertainty this caused with the alternative accommodation.

With any claim there will be unavoidable distress and inconvenience caused as a result of a home being damaged and having to make a claim. And this will be a stressful time in itself. But Admiral wasn't responsible for the pipe bursting in the first place or the distress and inconvenience having to make a claim caused.

However, I think the £200 compensation recommended by our investigator is reasonable for any delays Admiral were responsible for, and the knock-on effect of these. Mrs H also mentioned she had to take three days away from work unpaid due to medical reasons, which she says were as a result of Admiral. However, I can't see that any medical evidence has been provided which shows this was caused solely due to Admiral's handling of matters. But if Mrs H does have any evidence to support this, she should send this to Admiral to consider further.

Mrs H also says the removal company appointed by Admiral has caused damage to her driveway, but Admiral hasn't accepted they are responsible for this.

I do acknowledge that the removal agent said they didn't park on Mrs H's driveway, but Mrs H obtained a photograph which shows they in fact did. And I appreciate there is also damage to Mrs H's driveway. But for me to recommend Admiral pay for driveway repairs, I'd need to be persuaded, on balance, the damage was caused solely by the removal company. Whilst they did park on the driveway, there isn't any evidence to support that they were responsible for causing damage. So, in the absence of this, I won't be directing Admiral to pay for repairing Mrs H's driveway.

My final decision

It's my final decision that I uphold this complaint in part and direct Admiral Insurance (Gibraltar) Limited to:

- Pay Mrs H £200 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 16 October 2023.

Callum Milne
Ombudsman