

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 the complaint for these reasons:

- Admiral have offered Mr C £600 compensation. I think this is fair in recognising the distress and inconvenience its actions have caused.
- Mr C provided statements that show in 2021 he had the funds available to pay for his proportion of the repairs. However, he was unable to proceed due to avoidable delays which Admiral has acknowledged it made during the claim.
- It's not in dispute costs have risen over the last couple of years. However, Admiral has only agreed to meet the increase in costs for its proportion of the settlement. But Mr C has been unable to proceed with works due to Admiral's actions, so these increased costs will impact his contribution too. Therefore, its reasonable Admiral should meet the total rise in costs.
- Mr C has provided the original quote for underpinning the front of the property in 2021. He has also provided a revised quote, from the same contractor, in May 2022. The work quoted is identical but shows the increased costs in the latter quote. As I've set out above, as the works did not proceed due to Admiral's actions, it's reasonable it should pay the total amount the costs have increased by.
- Admiral have provided their investigation notes which confirm underpinning is no longer required to the rear of the property. I wouldn't expect Admiral to provide anything further. However, if further issues present themselves, Mr C can approach Admiral to reconsider whether this work is now necessary.
- Mr C hasn't provided any quotes to support the rise in costs of other works. Admiral increased its proportion of the settlement by a further 15%, in line with inflation. I think this sounds reasonable in the absence of sufficient evidence from Mr C. However I think Admiral, due to its delays, should be responsible for the total rise in costs. Which means Mr C's contribution should remain the same as it would have been in 2021 with Admiral meeting the rest.

- Admiral has included the windows and doors as part of its settlement offer – and I've not seen anything that persuades me the amount offered at this point is unreasonable. Admiral said it would consider any information regarding additional costs if further damage were identified during repairs. I think this is reasonable in the circumstances, and if Mr C is not satisfied with Admiral's response, he may consider bringing a further complaint to our service.

Putting things right

To put things right Admiral should:

- Meet the increased costs for Underpinning the front of the property
- Cover increased costs of the repairs covered under the policy in full, not just its proportion of the settlement.
- Pay Mr C £600 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 30 November 2023.

Michael Baronti
Ombudsman