

## **The complaint**

Mr M complains about Admiral Insurance (Gibraltar) Limited's ("Admiral") handling of damage it caused to Mr M's property whilst responding to a home emergency claim.

Any reference to Mr M or Admiral includes respective agents or representatives.

## **What happened**

The background of this complaint is well known to both parties. So, I'll summarise the key points I've focused on within my decision.

- In January 2023, Mr M made a claim on his home emergency policy due to a blocked toilet.
- The claim was accepted, and Admiral arranged a contractor to attend Mr M's home.
- During the repair the garden wall fell. Mr M didn't witness the damage occurring, but the engineer said they knocked the wall with a hose; this was confirmed later by the contractor on 19 January 2023. However, the contractor said the wall was in poor state of repair so didn't accept liability.
- Mr M made a complaint about the delays in getting his wall fixed and not returning promised calls.
- Admiral and its contractor were in dispute about the liability and Mr M was eventually told by way of a final response in June 2023 that it was not upholding his complaint but offered a £25 good will gesture for the customer service of not returning his calls.
- Mr M remained unhappy about the wall not being fixed following the damage by the contractor, so brought his complaint to this service.
- In August 2023, our Investigator upheld the complaint. He agreed that the wall was in poor state of repair, however if it wasn't for the engineer knocking the wall he couldn't say when the wall would eventually fall. So, he considered the engineer was responsible for the damage. He felt Admiral should've contested the liability separately and accepted the responsibility for the damage. He therefore recommended that Admiral should consider the £600 repair quote and pay £300 compensation for the distress and inconvenience caused.
- Both parties agreed to the above, but In November 2023 Mr M contacted us as Admiral had not responded to the agreed settlement. We contacted Admiral to chase it, but it hasn't responded.
- So, the complaint has been passed to me, an Ombudsman, to make 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 I agree that this complaint should be upheld and that Admiral is responsible for putting right the damage caused by its appointed contractor to Mr M's wall. I agree with our investigator that any dispute Admiral had with its contractor over liability should have been settled as a separate matter and Admiral should have accepted responsibility for the damage.

In June 2023, Mr M told Admiral that his neighbour had appointed an engineer to get the wall fixed as they were concerned how dangerous the remaining part of the wall was for the children that played in the garden. Mr M has said he has contributed half of this bill and has paid £600 towards getting the wall fixed.

I asked both parties for comments as I intended to change the decision from consider the £600 quote to pay Mr M £600 for the losses he has incurred (on receipt of evidence of payment from Mr M).

Mr M accepted, but Admiral haven't responded. In light of no further comments, I am satisfied that this is a fair and reasonable way to settle the complaint.

I am also satisfied that Admiral should pay Mr M compensation for the distress and inconvenience he has suffered. Mr M had damage caused to his property by Admiral's contractor and so he should be put back into the position of having a wall as he did prior to this incident. He had a loss of expectation that the quote he was asked to obtain would be paid and was eventually declined and the distress in the delay in getting an answer from Admiral, especially with partially demolished wall that he and his neighbour felt was dangerous.

In addition, I note Mr M was offered a £25 good will gesture for the poor customer service of not returning his calls. This isn't in dispute so if this hasn't been paid then Admiral will need to arrange payment in addition to the £300 compensation I have awarded.

### **Putting things right**

I instruct Admiral Insurance (Gibraltar) Limited to:

- Pay Mr M £600 (on receipt of evidence from Mr M to Admiral of the payment made for the repair of the wall).
- Pay £300 compensation for the distress and inconvenience it caused. It should pay this compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.
- Pay the £25 good will gesture if it hasn't already made payment.

### **My final decision**

For the reasons given above, I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 March 2024.

Angela Casey  
**Ombudsman**