

## **The complaint**

Mr J complains that Admiral Insurance Company Limited treated him unfairly during the course of his insurance claim for an escape of water. For the avoidance of doubt, I understand Mr J made a separate complaint in relation to the same claim, this decision will focus on the issues outlined below.

## **What happened**

Mr J made a claim on his Admiral home insurance policy. He says he was discriminated against and that drying out didn't start as promised. He also says he was misled in relation to the provision of alternative accommodation (AA).

An investigator here looked into Mr J's complaint. They said they could find no evidence of discrimination, although they agreed there had been miscommunication around the drying of the property and that Mr J would've found it distressing to be told the AA was coming to an end early.

The investigator recommended Admiral pay Mr J £200 compensation for unnecessary distress and inconvenience caused.

Admiral agreed to the recommendation, but Mr J did not. So, the case was passed to me to decide.

## **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 consider the investigator's recommendation to have been reasonable. I haven't gone into detail on every point raised. That isn't intended as a discourtesy to either party. But they're both familiar with what has happened, and my brevity reflects that we are an informal alternative to the courts.

Admiral have explained that there were delays to begin with because the leak had not been fixed. They explained that was Mr J's responsibility and they couldn't start dealing with the claim until that was done. Admiral have also explained that the AA was offered as a gesture of goodwill, again because the leak wasn't fixed for quite some time.

Admiral accept there was confusion around the drying aspect of the claim but I understand cash settlement was offered and that the settlement included drying costs.

This is reasonable, while there was some confusion around drying and I agree it would have been embarrassing to be told by the hotel that Admiral were no longer paying for the room – so Mr J had to leave – I think the compensation recommended by the investigator is reasonable. I remind Mr J that this case isn't about the claim settlement and is focussed on the service issued outlined above.

Just to cover off the discrimination point, I appreciate that a consumer may feel that way if a

claim isn't going how they'd like it to. But that doesn't necessarily mean discrimination occurred. Based on what I've seen, I think it's more likely Mr J's concerns in this area arose from general dissatisfaction around the overall claim handling.

I've not seen anything – other than his word, and other than the issues for which compensation has been awarded – that's led to me think he was treated unfairly compared to how I'd expect other claimants like him would've been treated.

### **My final decision**

It is my final decision that I uphold this complaint. I require Admiral Insurance Company Limited to pay Mr J compensation of £200.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 21 August 2024.

Will Weston  
**Ombudsman**