

The complaint

Mr A has complained about the service provided by Admiral Insurance (Gibraltar) Limited ('Admiral') under his home insurance policy.

What happened

Mr A unfortunately suffered a burglary at his home in February 2024. He made a claim under his insurance policy with Admiral for both stolen items and damage to his home. Unfortunately, he didn't have contents insurance at the relevant time. Admiral did however make a cash payment in relation to changing of locks, a broken window, and a damaged fence. Mr A was unhappy about the way in which Admiral had handled his claim. Admiral upheld his complaint in this respect and offered compensation for the distress and inconvenience caused.

Mr A didn't consider that the compensation was at a level which recognised the distress he'd suffered due to Admiral's service error, and he referred his complaint to this service. The service's investigator didn't consider that Admiral had responded to Mr A's complaint in an unfair manner and thought that £300 was an adequate level of compensation.

Mr A remained unhappy with the outcome of his complaint and the matter was therefore referred to myself to make a final decision in my role as Ombudsman.

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.

Turning firstly to Mr A's submissions in support of his complaint, he was frustrated as he thought he had cover for contents, however this wasn't the case. He'd taken the policy out online, but he said he hadn't then received the documents by post as requested.

As to the securing of Mr A's home, Mr A explained that his locks, keys and window weren't changed for over three weeks until payment was eventually authorised and he felt he'd been '*messed around*'. He and his young child slept in one room with the bedroom door locked due to the risk. Although the window had been temporarily fixed, the burglars had stolen belongings, including a set of house keys, and he therefore didn't feel as the house wasn't secure. He said that he'd begged Admiral to send a tradesman to change the locks but was clearly instructed to get his own quotes.

Mr A felt there was no support and no guidance, just the request to provide a quote which he provided, and then it referred the matter to the agent '*weeks after the burglary*' to change the locks. He said that Admiral hadn't explained its agent's role at the outset, so when the agent contacted him, he didn't know whether the agent was a legitimate company dealing with repairs and assumed it was 'cold calling'. By then, Mr A said he didn't trust any advice and decided to make his own arrangements as first advised by Admiral so as not to further delay the matter. If the agents' role had been explained correctly from the outset, Mr A would have

gladly accepted their input. He didn't think about calling Admiral to verify the agents' legitimacy as he'd already asked Admiral for such a service in a number of ways.

Mr A said he wasn't offered any emergency repairs despite the danger that the burglars could return and unlock the doors. When he offered to proceed with the works, Admiral said it wouldn't pay anything if Mr A made an unauthorised repair. It also didn't mention the need for any quote to show VAT registration. He felt he had no choice but to comply, as he didn't have funds to cover the entire cost of all damage.

In summary, Mr A explained how frustrating the claims process had been. Following the burglary, he felt that he was *'misled and ill advised by [Admiral's] customer service agents'*. He also said that he'd submitted quotes for door locks, window and fence panels within the week and then; *'after several calls and validation enquiries which went on for days I was asked by [the agent] for pictures which I sent in on the same day...'* He received no reply and found that the photographs he'd taken hadn't been passed on. He then didn't receive a promised call from Admiral.

Mr A felt he'd done everything that he was instructed by Admiral to do and didn't feel he'd been treated fairly or professionally. He was *'totally disgusted'* about how he'd been passed from agent to agent. He also felt that his *'constant calls'* made almost daily weren't followed up, except when he complained and was initially offered £100 compensation. He felt that this was an insult after he'd explained his financial situation and the difficulty he'd had in funding the repairs. He said that this wasn't sufficient to recognise how he and his child were forced to stay in an unsecure house. He wasn't offered any emergency repairs despite the danger that the burglars could return and unlock the doors. When he said he'd proceed with the works, Admiral said it wouldn't pay anything if Mr A made an unauthorised repair. He felt he had no choice but to comply, as he didn't have funds to cover the entire cost of all damage.

I now turn to Admiral's submissions regarding Mr A's complaint. It firstly explained that Mr A had taken out the policy on-line and it provided records to suggest that it had sent the relevant documents by post.

Admiral upheld Mr A's complaint as regards the way it had handled his claim for damage following the burglary. It accepted that in the initial call, its call-handler said that Admiral was unable to provide an agent to carry out repairs and Mr A was advised to arrange his own repairs and to supply quotes. It also accepted that it then appointed agents to carry out repairs or validate claim whichever Mr A preferred. It clarified that it had however carried out an emergency temporary repair to the window and considered that it had left the property secure.

It also accepted that the claim had been made more stressful than necessary due to its request for VAT supported quotes, and photographs which had already been supplied by Mr A. It accepted that it had therefore been responsible for causing frustration due to incorrect information being given and the resulting inconvenience when Mr A had to chase the matter. It accepted that modest compensation should therefore be paid.

I can see that Mr A was extremely disappointed that he only had buildings and no contents insurance cover at the relevant time. On balance however, I don't think that there is anything that Admiral has done incorrectly in ensuring that Mr A bought the cover which he wished to obtain. I understand that Mr A then wanted to pursue a claim for the damage caused to his property during the burglary. I can appreciate why he wanted clarity that he would be paid, before paying out any money for repairs.

I have sympathy for the situation in which Mr A found himself. He had arrived home to find that his home had been burgled. He and his young family then had to sleep in the property knowing that a set of keys for the house had been stolen. At a time of naturally heightened

anxiety, Mr A had expected a professional service and guidance from his home insurance provider.

Unfortunately, Mr A wasn't given clear and consistent information at the outset. Admiral had made it clear that it didn't offer a repair service, that Mr A would need to obtain his own quotes and that Admiral would need to authorize work to proceed. I understand that Admiral did ultimately settle his claim, however Mr A remained concerned about the way in which he'd been treated during the processing of the claim.

I can understand in the circumstances, why Mr A was confused about the age role when it contacted him two days after the burglary. I also think that it was understandable that as he'd been asked by Admiral to produce quotes and photos, and that he'd produced these promptly, he'd expected the matter to proceed along the course of action initially set out by Admiral. I can understand that Mr A would have been sceptical about the involvement of an agent not previously referenced by Admiral and that he feared further delays in securing his home if he chose the option of the agent proceeding with the work instead.

In summary, I can see that Mr A was subject to confusing and conflicting information from Admiral. I can also see that it's likely that work to secure the home didn't take place as rapidly as it might otherwise have been had Admiral provided a good and accurate service at the outset.

I appreciate that Mr A was extremely disappointed that the theft of the contents of his home weren't covered by a policy. I also entirely understand that he was distressed and anxious following the burglary and such incidents will always be upsetting. I also consider that the situation was made worse by Admiral's poor handling and lack of support to Mr A at the outset and this in itself will have caused additional distress and anxiety.

Despite the initial confusion caused however, I consider that when the agent offered to change the locks that this presented an opportunity for Mr A to have his home secured more rapidly than it was. The agent's contact provided a reasonable opportunity for the initial confusion to be resolved. I can't therefore say that Admiral was entirely responsible for the ongoing delay of two weeks once this offer had been made.

In the circumstances, I consider that the compensation of £300 adequately recognises the distress and inconvenience caused to Mr A for the lack of immediate action, the confusion caused and for the fact that Mr A had to chase the matter. This is in line with what the service would expect to be paid for administrative errors which lead to considerable distress or inconvenience for a reasonably short period.

My final decision

For the reasons given above, I don't uphold Mr A's complaint and don't require Admiral Insurance (Gibraltar) Limited to do anything else in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 29 August 2024.

Claire Jones
Ombudsman