

The complaint

Mr C has complained about the way Admiral Insurance (Gibraltar) Limited handled a claim he made under his home emergency insurance policy.

Reference to Admiral includes its agents and representatives.

What happened

The circumstances aren't in dispute, so I'll summarise the main points:

- In October 2023, Mr C discovered water leaking into his home through the roof. He got in touch with Admiral, and it arranged for a roofer to attend. They carried out temporary repairs to a roof tile.
- Mr C noticed the area dry out by the end of 2023. But, in February 2024, the water leak returned. Mr C got back in touch with Admiral.
- Admiral arranged for another roofer to attend, who said the leak had been caused by failed pointing to the ridge tiles. I understand they also said the temporary repair was in the wrong place. They reported to Admiral, who told Mr C the claim had been completed. When he queried this, it said the claim had been declined because the cost of repair would be greater than the £500 policy limit. Admiral suggested Mr C make a claim under his buildings insurance policy, which he did.
- I understand a surveyor attended and said the claim was declined because there was no obvious sign of damage, the repair was in the wrong place, and the ridge design didn't include pointing, so that wasn't the cause of the problem. Mr C says he then got in touch with a number of roofers, who also thought the repair was in the wrong place and the ridge hadn't caused the problem. Mr C paid £504 to have the problem resolved. He says the roofer replaced another tile, which they thought was the cause of the problem, as well as the one repaired by Admiral initially.
- Mr C complained. He said Admiral hadn't carried out the temporary repair effectively, the second roofer had misdiagnosed the cause of the problem, and the policy provided cover for up to £500 – but he hadn't been offered anything. He also said Admiral should have resolved the problem sooner. And that would have avoided numerous visits to his home by roofers and surveyors, which caused him to adapt his working pattern, and many phone calls. He asked for compensation to put that right.
- Admiral said there had been no water ingress between the temporary repair in October 2023 and the reporting of a further leak in February 2024 – so the repair achieved what it needed to by preventing water ingress over winter. It accepted the second roofer misdiagnosed the cause of the problem. But it didn't offer anything under the policy, or any compensation.
- Our investigator thought Admiral had acted fairly. Mr C disagreed, so the complaint has been passed to me.

My provisional decision

I recently issued a provisional decision in which I said:

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

- The home emergency policy provides cover for an emergency relating to the roof. It says it will pay up to £500 for a temporary repair using a tarpaulin or similar material to solve the immediate problem. It doesn't cover repositioning tiles, unless that's the only way to contain the emergency.
- The policy defines a 'temporary repair' to mean work carried out by its contractor to complete repairs that are needed immediately to stop further damage being caused by an emergency. It's clear this doesn't amount to a permanent fix, and I know Mr C wasn't expecting it to.
- Admiral accepted there was an emergency relating to the roof and arranged for a repair. In principle, I think the nature of the repair is in line with the policy cover noted above. However, the key question is whether the repair was in the correct place.
- The evidence about this is limited. In summary:
 - I haven't seen any reports or comments from Admiral to explain why the repair was in the right place. But it notes there was no water leak for a period of 3-4 months following the repair, which Mr C agrees with, and that strongly suggests the repair was successful.
 - It's possible the repair was in the wrong place, and, by good fortune, no water entered during those months. But, given it was over winter, that doesn't seem likely. Even if it was merely good fortune that kept the water out, the emergency didn't continue – and only returned several months later – which means the policy definition was met.
 - Mr C says the second roofer, the surveyor, and the roofers he approached all said the repair was in the wrong place. But I haven't seen any reports or comments from any of these parties to show that.
 - Similarly, whilst Mr C says his roofer thought a different tile was the cause of the problem, I haven't seen any evidence to support that.
- It's possible Admiral carried out a repair in the correct place and it held for several months before there was further water ingress. It's also possible Admiral carried out a repair in the wrong place and, by good fortune, rain didn't expose this mistake for several months.
- On balance, and bearing in mind the limited evidence available, I consider the first option is the more likely of the two – mainly because of the likelihood of rain exposing a repair in the wrong place over winter. And ultimately, even if the repair was in the wrong place, the emergency didn't continue – and only returned several months later. So, overall, I'm not persuaded there's clear evidence that Admiral failed to fulfil the policy terms during the repair.
- However, when the water ingress returned, Admiral accepts it wrongly pointed to the ridge tiles as the cause of the problem. So that meant it was wrong to base its claim decision on the likely cost of work to deal with the ridge tiles. Regardless, the policy

clearly says it will pay *up to* £500 – but Admiral didn't offer anything, even though it said the cost exceeded £500. So I'm not satisfied it handled things fairly at this point.

- To put things right, I need to consider what *should* have happened and to put Mr C in that position – or as close as possible to it. Admiral accepted there was an emergency, and the policy covers a temporary repair. So it should have carried out, or paid for, a temporary repair, up to £500. The policy doesn't cover tile replacement and a permanent fix, which is what Mr C paid £504 for – so that's not what Admiral should have done or paid for, and I won't require it to.
- As Admiral can't now carry out a temporary repair, the only way for it to settle this claim fairly is to pay Mr C the cost of it. I don't know exactly how much that would have cost in February 2024. But Admiral paid £200 for the temporary repair it carried out shortly before, so I consider that's a reasonable estimate. He should have had that payment many months ago, so Admiral should also add interest. But as that's likely to be a modest amount, for simplicity I'll factor it into a compensation award.
- If Admiral had dealt with this second emergency fairly, it would have carried out or paid for the temporary repair at that time. As a result, it's unlikely Mr C would have made a claim under the buildings insurance section of the policy. That would have meant he spent less time accommodating a visit and much less time discussing the matter with Admiral. But he would still have had to get in touch with roofers to provide a permanent fix, so a degree of inconvenience would have been incurred still.
- Taking all of that into account, I consider a compensation payment of £100 would be fair and reasonable in the circumstances. As a result, I consider Admiral should pay a total of £300 to resolve this complaint, based on the available evidence.

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.

- Admiral responded to say it had no further points to make.
- Mr C didn't respond.
- With no comments or challenges for me to consider, I don't see a benefit in expanding on my provisional decision – I remain satisfied it's a fair and reasonable outcome for the reasons previously given.

My final decision

I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to pay a total of £300.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 11 November 2024.

James Neville
Ombudsman