

The complaint

Miss M has complained about how Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim under a home emergency policy.

References to Admiral include companies and contractors acting on its behalf.

What happened

Miss M contacted Admiral when she found water stains on a bedroom ceiling. Admiral twice arranged for roofers to attend, but they didn't turn up. Miss M arranged for a plumber to visit, who said there were no issues with the pipes. Miss M contacted Admiral again and said she still needed a roofer to visit because the problem wasn't fixed. Admiral had closed the claim, so it reopened it. Miss M then arranged for her own roofer to carry out a repair, who replaced a broken roof tile. Admiral refunded the cost of the work.

Miss M contacted Admiral a few days later and said her ceiling had collapsed and that she could see a leaking pipe in her loft. Admiral sent a plumber who found a dented copper pipe had caused the leak. It was assessed that this was because a roof board became wet and fell off as a result of the roof leak.

Miss M contacted her buildings insurer to make a claim, for which there was a £500 excess. Miss M complained about Admiral's poor service and said it not attending led to her ceiling collapsing. She thought the buildings insurance claim could have been avoided if Admiral had visited sooner. When Admiral replied, it accepted there had been issues with contractors attending. However, it said it wasn't responsible for the ceiling collapsing. It offered £125 compensation for the service issues.

Miss M told Admiral she didn't agree. Admiral said that if she provided further evidence it would review it. Miss M provided photos and other information. Miss M also brought her complaint to this Service. Admiral didn't reply to her further evidence.

Our Investigator didn't uphold the complaint. She said she wasn't persuaded the delay in the contractors attending caused the further damage. She said the evidence suggested that water would have needed to be entering for a prolonged period. So, even if Admiral had repaired the roof tile within a few days, the later damage was always likely to happen. She said Admiral wasn't responsible for the costs and that the compensation it had offered was fair.

As Miss M didn't agree, the complaint was referred to me.

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.

I've looked at the photos of the roof and saw a photo of a single roof tile with a crack through it. When this was replaced, water stopped entering Miss M's home through the roof.

However, a short while later, Miss M had a water leak in her loft and the ceiling collapsed. She said this happened because Admiral's delays caused a roof board to fall and hit a pipe, which then leaked.

I've read a letter from Miss M's roofer, which said:

"In our opinion the broken tile on your roof is likely to have been damaged by the recent spate of high winds ... around the time of our visit. As you are aware if we had not attended when we did and you had waited on the insurance companies roofers you would have suffered far more internal damage. By repairing the broken roof tile promptly we believe our company prevented your internal ceiling from coming in."

So, the roofer seemed to think the tile was damaged shortly before they visited. I've checked a weather database and this didn't show particularly strong windspeeds around the time Miss M found the ceiling stain and no windspeeds that would be expected to cause property damage. So, I'm not clear why the roofer thought recent high winds likely caused the damage to the roof. I don't think the evidence shows the tile had only recently been damaged or that water could only have been entering for a short period of time.

I've also looked at Admiral's plumber report. This said:

"arrived to water coming in from pipes above room turned off mains supply and ripped back lagging to reveal large dent in copper pipe. Believe from previous roof issue something had hit it dislodging it from clip on timber frame removed and repaired with new piping. Reinstated cold mains with no leaks."

So, the plumber thought something had hit the pipe and that it was related to the recent roof issue, but he wasn't clear what had hit the pipe.

I'm also aware that what prompted Miss M to contact Admiral in the first place was that she found staining to a ceiling. This suggests that a fairly large quantity of water had already entered the property through the roof, passed through the loft and the roofing boards and then reached the ceiling below. So, I think the roof boards were already wet. This had been happening over an unknown period of time, but could have been several weeks, if not longer.

So, thinking about this, I'm more persuaded that water was entering the property, and getting into the roof boards, over a longer period of time than the period immediately around the time of the claim. I don't think I can fairly conclude that it's more likely that the roof board fell because of the 10-day period in which Miss M was expecting Admiral to repair the roof. It therefore follows that I don't think Admiral needs to pay for the damage to Miss M's home because of the water leak caused by the dented pipe.

I've also thought about Admiral's customer service. I'm aware Miss M was concerned that Admiral didn't respond to the further evidence she submitted. At about the same time, Miss M told Admiral she was bringing her complaint to this Service. A business doesn't have to keep responding to a policyholder about their complaint once it has been brought to this Service. So, I don't think there is anything particularly unusual about Admiral not providing a further response, although I can understand that Miss M might have felt like she was being ignored.

However, regardless of that, it's clear that Admiral twice failed to attend appointments. There was also confusion about whether the claim should have been closed and, when it was reopened, in arranging to send a roofer. This led to Miss M arranging her own roofer. Admiral initially offered Miss M £100 compensation, which she rejected. When it responded

to the complaint, Admiral offered £125 to recognise the issues with its customer service. In the circumstances, I think that was fair and I don't require it to pay any further compensation.

My final decision

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £125 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Admiral Insurance (Gibraltar) Limited should pay £125.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 7 November 2024.

Louise O'Sullivan
Ombudsman