

The complaint

Mrs A complains about Admiral Insurance (Gibraltar) Limited's settlement of her home insurance claim.

Mrs A's been represented by her daughter for the claim and her complaint. For simplicity, in places, I've referred to the representative's actions as being Mrs A's own.

What happened

In August 2022 Mrs A made an escape of water claim against her Admiral home insurance policy. Unhappy with various aspects of Admiral's claims handling she complained. In 2023 this Service considered two complaints Mrs A had referred here.

In July 2024 Mrs A, unsatisfied with further aspects of Admiral's response to her claim, referred a new complaint to this Service. She explained she was unhappy with Admiral:

- not arranging an independent valuer to assess items it had damaged - resulting in her receiving a low settlement based on her daughter's estimates.
- returning electrical appliances she's concerned are unsafe.
- refusing to take responsibility for damaging a step and paintwork at her property.
- unfairly requiring her or her daughter to find a contractor to rehang mirrors and pictures.

Our Investigator considered Admiral had made reasonable offers to settle the claim and progress matters. So he didn't recommend it do anything differently. As Mrs A didn't accept that outcome, the complaint was passed to me to decide.

Mrs A asked that I consider the full life of the claim. However, I'm unable to do that. This Service has already considered complaints about various aspects of the claim. I'm unable to revisit those matters. I've instead focused on the various concerns she raised in her initial contact for this complaint.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mrs A and Admiral have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

damaged furniture

Admiral agreed to replace several items of furniture. It said as these were mostly antique it was unable to obtain replacement costs. It asked Mrs A's daughter to provide estimated costs. It settled, at £8,000, based on the estimates provided.

Mrs A's daughter says, after speaking to a professional service, she most likely undervalued the items. She feels Admiral should have provided a professional valuation service, rather than relying on her. In addition she hasn't been able to secure the services of an independent valuer to provide supporting evidence of the settlement being too low.

I understand Mrs A's circumstances make it difficult for her to assist with estimates. And I realise the situation is frustrating for her daughter. But unless there's persuasive evidence to support the settlement being too low, I can't say Admiral's acted unfairly.

Admiral accepted Mrs A's estimates (apart from for a television it declined to replace). That seems reasonable. Perhaps it should have done more to try to arrange an independent valuer. And maybe if it had the settlement would have been higher. But so far there's no persuasive evidence of the settlement being too low – beyond Mrs A saying a professional service said she most likely undervalued items. If Mrs A can provide any evidence to Admiral to show certain items weren't considered or were undervalued, I'd expect it to pay it reasonable consideration.

televisions

Mrs A isn't happy with Admiral's decision to return televisions, from storage, that she feels were exposed to damp and contamination. She considers them unsafe and would like them replaced.

Admiral said the items have been PAT and chemically tested to ensure they are safe - so it won't be replacing them. Mrs A's had her own tests undertaken - but says the results were inconclusive. Unfortunately for her I can't fairly require Admiral to replace items that tests have found to be safe – and so are undamaged. Again if she can provide evidence to support the televisions being unsafe or damaged, I'd expect Admiral to consider it.

doorstep

Mrs A considers Admiral's contractors damaged an entrance step during removal and repairs. Admiral hasn't accepted responsibility. Its contractor has said the damage pre-existed the claim. It said there's no evidence to associate the condition of the step with any incident occurring during the claim.

Unfortunately I haven't been provided with any photos of or other record of the condition of the step prior to the claim. Admiral said its contractor doesn't have any.

Mrs A feels Admiral should have to demonstrate that its contractors didn't do the damage. But for me to require Admiral to take responsibility I'd need to be persuaded it, or its contractors, most likely caused the damage. I accept it's a possibility. But without some evidence that the damage didn't exist prior to the claim I'm not persuaded Admiral's most likely responsible for it.

On a related point Admiral's asked Mrs A to provide evidence of damage to paintwork she's concerned about. It said it hadn't previously been made aware of the issue. It will consider the damage as part of the claim if Mrs A can demonstrate it is. I consider that a reasonable response. Admiral should be allowed the opportunity to consider the matter before this Service gets involved.

picture hanging

Admiral, unable to find a contractor to rehang pictures and mirrors, provided a cash settlement instead. Mrs A's unhappy as she's also been unable to find anyone to do the work.

The policy terms allow Admiral to choose to cash settle. I've considered, taking into account Mrs A's personal situation, if its decision to do so was fair and reasonable. I understand her frustration, as she hasn't been able to find a contractor for the work. However, I'm satisfied Admiral made a reasonable effort to find a contractor to undertake the work. It said it would consider a quote from a contractor she or her daughter sourced. In the absence of that it settled at £200.

I accept that this outcome isn't ideal. However, in the absence of an available supplier its reasonable for Admiral to settle in this way, rather than leave the matter unresolved. If Mrs A, or her daughter, find a contractor for the work at a cost above £200 I'd expect Admiral to consider any quote provided.

My final decision

For the reasons given above, I don't uphold Mrs A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 24 January 2025.

Daniel Martin
Ombudsman