

The complaint

Mrs P and Mr P complain that Admiral Insurance (Gibraltar) Limited have provided poor service following a fire at their property.

What happened

Mrs P and Mr P held a buildings and contents insurance policy with Admiral, and made a claim following a fire at their property in May 2023. Damage was caused to the second floor bedroom, and the rooms beneath this on the first and ground floor.

Admiral appointed their own contractors to complete the restoration work, but Mrs P and Mr P subsequently complained about the quality of the work and delays.

Admiral partially upheld the complaint in August 2024 and paid Mrs P and Mr P £300 compensation for the distress and inconvenience caused.

Mrs P and Mr P weren't happy with this and brought their complaint to us.

One of our investigators has looked into Mrs P and Mr P's complaint and she thought that Admiral had acted fairly.

Mrs P and Mr P disagreed with our investigator's view, and so the case came to me to review.

I issued a provisional decision on the complaint. My provisional findings were as follows:
I'm intending to uphold this complaint, and I'll explain why.

I am only able to consider matters up until 9 August 2024 when the last final response letter was issued. I understand that there are ongoing issues with the validation of part of the claim that relates to the kitchen, but I can't consider any delays after that date.

Delays

The fire was in May 2023, and I can see that initially, the fire report and initial surveyors reports were done fairly quickly, and two tenders for the restoration work had been obtained by August 2023. Fire claims are complex, and so I would expect it to take some time to get to this point, so I don't think there is any early delay here. Mrs P and Mr P were asked by Admiral which quote they wanted to proceed with, but after Mrs P and Mr P expressed a preference, there then appears to be a hiatus with a third quote being obtained by Admiral in November, and the third contractor then starting work in January 2024. Mrs P and Mr P were in alternative accommodation and so the impact on them was less than if they had been living in the property, but I haven't seen any explanation of what caused this 5 month delay before work started, why a third quote was obtained and why the property was left insecure and exposed to the elements during this period, all of which caused Mrs P and Mr P distress. So, I consider that overall, there were some delays in dealing with the claim during the first seven months, which impacted Mrs P and Mr P.

Work then started and was due to be completed by the end of May 2024, so Mrs P and Mr P arranged for their own contractors to come in at the beginning of June to start the bathroom works that had been in progress prior to the fire.

Unfortunately, Admirals' contractors were running slightly behind, and they were still on site when Mrs P and Mr P's contractors started work.

I can see that the finishing wasn't completed exactly when it should have been and there was slight slippage but I don't think that was unreasonable given the scale of the job.

Validating the quote

Mrs P and Mr P first provided a quote for the kitchen to the contractors in March 2024. They say the kitchen payment should have been sorted out before they moved in in June, but it wasn't, and they subsequently had to pay for the kitchen using their credit cards.

I am only considering matters up until August 2024 – and I understand that this is still an ongoing issue, so would need to be the subject of a further complaint for any issues after August 2024.

I can see that although Mrs P and Mr P first sent the quote to Admiral for the replacement kitchen in March 2024, no concerns about the quote were raised with them until the snagging visit in June 2024 when they were moving back into the property. Mr P then went back to the supplier to get an amended quote, which he provided to Admiral on 9 July 2024. Admiral were still unhappy with this quote as they considered it high, and were concerned that it was provided by a company that Mr P had worked for. They then started making enquiries about this which are ongoing.

Whilst I appreciate that it is necessary to validate the claim and to ensure that there is no betterment involved, I can't see any evidence that Admiral did anything about this between March and July which has impacted Mrs P and Mr P significantly in that they had to move back into a property without a kitchen, and then pay for the kitchen themselves on credit to make the house habitable pending the outcome of Admiral's investigations. There doesn't appear to be any question that the kitchen would form part of the claim, it is the cost of the kitchen that is in dispute, and so I think there has been unnecessary delay in Admiral investigating this issue and raising these concerns with Mrs P and Mr P. I understand that disturbance allowance was considered from when Mrs P and Mr P moved back in. If this hasn't already been paid it should be.

Snagging

I understand that Admiral have said that Mrs P and Mr P have compromised their ability to deal with snagging issues because their own contractor was on site at the end of the restoration work, and it is now impossible for them to determine what work needed completing because it could be attributed to the contractor. They have provided some photographs of the house showing materials and tools in the newly painted rooms, cardboard on the floor and dust and mess.

Although I can see that Mrs P and Mr P's contractors have made some mess, I don't think that this absolves Admiral of their responsibilities in respect of all the snagging issues. I agree that it may be difficult to establish who may have dented door architraves and scuffed the walls and paintwork. However, there are some snagging issues which were flagged to Admiral and were agreed by Admiral's contractors following a site visit on 7 June and notified to Mrs P and Mr P on 10 June. I consider that these should still be completed or

settled, as I can't see how they were compromised by Mrs P and Mr P's contractors making some mess.

These are: replacing the locks, cash settling for the downstairs WC, replacing or cash settling for the bathroom cabinetry, cash settling for the lounge cabinetry.

I note that there were also some additional snagging issues identified by Admiral's loss adjuster in his report of 3 September 2024, which he recommended were referred to the contractors. These were also, with the exception of the decoration damage, issues unrelated to the private contractor's work, so I consider that these issues need resolving by the contractors or cash settling.

Although this report is after the date of Admiral's final response, the issues are part of the snagging that was outstanding after completion and at the time of the final response, and so I consider they can fall within the scope of my decision.

Render

Mrs P and Mr P have complained that the render on the outside of the property which was fire damaged has been patch repaired. They feel that their whole of the render should have been replaced, and they have complained that their house is now a different colour to the houses on the estate, and to their next-door neighbours. I have seen evidence from the contractors that a patch repair of the render was what was scoped in, and that this would be normal practice in circumstances where only part of the render is damaged. So, I'm satisfied that the patch repair is all that is required, and there would be no need to re render the whole house. However, I can see that it is now a different colour to the original colour and doesn't match the adjacent house next door. Mrs P and Mr P have said that they want it to match the neighbours and the other houses on the estate. I think this is a fair request, and I'm not sure why it wasn't returned to its original colour, so I think Admiral should repaint the render in the original colour, or as close as possible to return it to its pre loss condition.

HIVE system

I understand that Admiral have agreed to pay for this if proof can be shown of purchase and fitting. HIVE system. This is fair and in line with the policy terms which place the responsibility to prove a claim on the policyholder, not the insurer. Mrs P and Mr P will need to provide evidence they had the HIVE system installed previously in order to prove this part of the claim.

Communication and Compensation

Admiral upheld the complaint points that they didn't adequately communicate with the policyholders and awarded £300 for this by way of an apology for the breakdown in communication and the frustration caused by this. I think this sum is fair for this aspect of the 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.

I issued a first provisional decision on this complaint, the outcome of which was accepted by Admiral, but to which Mrs P and Mr P made further representations about the render. On reflection, I therefore included a further section and amended remedy regarding the render

and issued a second provisional decision, giving the parties a further opportunity to comment.

I haven't had a further response from Admiral about this, but I have received further representations from Mrs P and Mr P about more snagging issues, sending further photographs, videos, and comments.

I have considered these. Some of the information identifies new issues with the repairs, such as a leaking pipe and the defective front door hinges and the further delay in settlement for the kitchen. As these didn't form part of the original complaint, I am unable to comment on these and they will need to be the subject of a new complaint to Admiral as their contractors work should still be under warranty.

All the other comments raised relate to matters that I have considered already above, and I have made findings in relation to them. I'm satisfied that there is nothing further I need to add regarding these, and I am making my final decision in line with the provisional findings above.

Putting things right

In order to put things right I think that Admiral should:

- Pay £350 for the distress and inconvenience caused by delays in obtaining quotes and starting the restoration work, and for the period between March 2024 and August 2024 in validating the kitchen settlement. This is in addition to the £300 that has already been paid by Admiral for the communication issues.
- Instruct their contractors to complete the snagging work identified in the visit letter dated 10 June 2024 and the report dated 3 September 2024 or offer a cash settlement for them. If Admiral chooses to cash settle, it will need to be for the amount it will cost Mrs P and Mr P and so they will need to obtain quotes and submit these to Admiral.
- Instruct their contractors to repaint the render to return it to pre loss colour or offer a cash settlement to enable Mrs P and Mr P to get this done. If Admiral chooses to cash settle, it will need to be for the amount it will cost Mrs P and Mr P and so they will need to obtain quotes and submit these to Admiral.
- Pay disturbance allowance for the period from when Mrs P and Mr P moved back in until the kitchen was fitted – if this has not already been paid.

My final decision

My final decision is that I'm upholding Mrs P and Mr P's complaint and directing Admiral Insurance (Gibraltar) Limited to put things right as above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs P and Mr P to accept or reject my decision before 9 April 2025.

Joanne Ward
Ombudsman