

The complaint

Mr and Mrs N complain about the way Admiral Insurance (Gibraltar) Limited has handled a claim they made for subsidence damage to their property.

Any reference to Admiral includes its agents. And as Mr N has been the main correspondent for the claim and complaint, for ease of reading, I'll refer mostly to him on behalf of Mr and Mrs N

What happened

Mr N has had a subsidence claim ongoing with Admiral since 2022. He's referred complaints about Admiral's handling of the claim to the Financial Ombudsman Service. Final decisions have been issued by an Ombudsman colleague on those complaints in December 2024. One decision covered events up to until Admiral's August 2023 complaint final response letter (FRL). The other considered matters up until Admiral's FRL of 15 March 2024. In that decision the Ombudsman directed Admiral to pay compensation, appoint a structural engineer and consider the foundation damage.

Whilst those complaints were being considered by this Service, on 1 May 2024 Admiral had also issued a further complaint response. The response to that complaint is the subject matter being considered here. Mr N had complained in summary about:

- Lack of communication.
- The service provided by Admiral's appointed agents.
- Admiral failing to explain why the property didn't need underpinning.

Admiral accepted that there had been a lack of communication, including from its agents. It offered £125 for the impact this had had on Mr and Mrs N. But it said it didn't consider the property needed underpinning.

Mr N referred that complaint to this Service. An Investigator considered matters. She said she was only considering the period between March 2024 (the date of the previous final response) and 1 May 2024 (the most recent FRL). However, she felt much of the complaint had already been considered by this Service. She thought the £125 compensation was reasonable to account for the frustration caused over the relatively short period of time considered relating to the communication from Admiral.

Mr N felt there was a further complaint that should be considered. He said Admiral hadn't responded to his complaint of 3 May 2024. He said Admiral isn't responding to complaints in line with the dispute resolution (DISP) rules. Our Investigator noted Admiral had responded in June 2024. She said its response was that there were no new complaint issues raised and as such it wouldn't go over the issues again. Instead it referred Mr N to this Service. Our Investigator was satisfied this was reasonable of Admiral.

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 to every point made or piece of evidence referred to by the parties. But I'd like to reassure both Mr N and Admiral that I've read and considered everything that has been provided.

I realise this has been a long running claim for Mr N, and I can see from the previous complaints considered here at this Service that Admiral, has at times, not handled matters as well as it should have done. However, many of the complaint points considered in the May 2024 FRL were responded to in my Ombudsman colleague's decisions issued in December 2024. That is because Mr N had already raised complaints about the foundations, and whether underpinning was needed, prior to May 2024. So I haven't reviewed those points again.

This complaint response only considers matters – in terms of claims handling and communication – between March 2024 and May 2024. This is a short period of time in the context of the overall claim. That being said, I can see Admiral accepts that it should have communicated better during this time. It's offered a total of £125 compensation for that. I don't doubt that the cumulative frustration of Mr N in having to repeatedly raise complaints about poor communication with Admiral is challenging. But I consider £125 to be a reasonable amount of compensation for the period of time in consideration.

I can see Mr N raised a further complaint with Admiral on 3 May 2024, and Mr N chased Admiral for a response to this on 7 June 2024. However, I don't consider Mr N's complaint raised any new complaint points that hadn't already been addressed by Admiral's 1 May FRL. And so, I consider it was reasonable in not treating that as a further complaint.

If Mr N does encounter further issues with the claim, which I hope isn't the case, then he can make a further complaint to Admiral. But I want to be clear that as this Service has issued final decisions (including this one) considering the claim up until May 2024. We wouldn't revisit any issues already considered by this Service. Whilst Admiral should respond to any new complaint points within eight weeks (in line with the DISP rules), if it doesn't provide a response in that time then Mr N can refer the complaint to this Service at that point.

My final decision

My final decision is that Admiral Insurance (Gibraltar) Limited has already made a fair offer of compensation. So, if it hasn't done so already, it should pay £125 to resolve the complaint.

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

Michelle Henderson
Ombudsman