

The complaint

Mr R's complained about the way Admiral Insurance (Gibraltar) Limited dealt with the claim he made on his home emergency cover when his roof was leaking.

What happened

Mr R had a home insurance policy with Admiral. The policy included home emergency cover.

In October 2023, Mr R contacted Admiral because rainwater was coming into his home through an area which had a flat roof. Admiral arranged for a contractor to make a temporary repair, but advised Mr R he'd need to arrange for permanent repairs to be made.

Mr R contacted Admiral again in December 2023 and April 2024 about further leaks. Admiral again arranged a temporary repair and advised Mr R to have a permanent repair done.

Mr R complained to Admiral following the work done in October 2023 and April 2024. In relation to the first complaint, Admiral upheld concerns about him not being advised there would be delay as Mr R contacted them at a weekend when they couldn't get a contractor to attend and about managers not calling him back when promised. Admiral offered Mr R a total of £150 compensation for this.

In respect of the work done in April 2024, Mr R complained that he'd contacted Admiral several times but the issues were ongoing, that a roofer had found a hole that hadn't been found on the two previous occasions, that there was delay in a roofer coming because it was the weekend and, when he spoke to a member of Admiral's staff who was working from home, he could hear their family in the background.

Admiral didn't uphold these complaints. Mr R wasn't satisfied with that. So he brought his complaint to the Financial Ombudsman Service.

Our investigator reviewed all the information and at first didn't uphold Mr R's complaint. She explained that we could only consider the issues raised by Mr R following the work done in April 2024, as he hadn't brought the earlier complaint to us within six months of receiving Admiral's final response.

The investigator noted the policy covers temporary repairs only and that Mr R was advised to arrange a permanent repair done. She said there was no timescale for a contractor to be sent to a property. And she didn't identify any negative impact on Mr R as a result being contacted by a staff member working from home. Finally, she noted that communication could have been better – but that this had been adequately addressed by Admiral apologising.

Mr R didn't agree with the investigator's view so she reviewed matters. While she didn't change her view in relation to most points, she was persuaded that the failures in Admiral's communication merited some compensation – which she said should be £150.

Admiral accepted the investigator's view and paid Mr R the £150 compensation. Mr R hasn't accepted. So the matter's been passed to me to make a final decision.

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.

Having done this, I don't think Admiral need to do any more than they already have to resolve Mr R's complaint. So I'm not upholding it. I'll explain why.

I agree with our investigator that Mr R didn't refer the complaint addressed by Admiral in October 2023 to us within the time limits for us to consider it. So – like her – I've limited my consideration to the issues Mr R complained about in April 2024.

I've started by looking at Mr R's policy. It provides cover for his buildings and contents, as well as home emergency. In common with almost all policies, Mr R's provides cover for damage arising from specified events. It doesn't cover repairs needed on a property. So the only way Admiral could do any sort of repair to Mr R's roof was under the terms of his home emergency cover.

The relevant section confirms roofing is covered in the following circumstances:

"An emergency relating to the roof if there is water entering the property due to storm or bad weather.

We will pay for a temporary repair using a tarpaulin or similar material to solve the immediate problem."

And the section confirms that the policy doesn't cover damage caused by wear and tear or a lack of maintenance.

I'm satisfied from this that Admiral only had to stop the immediate leak. My understanding is they did this. I appreciate Mr R says he had to call them out several times. But it's clear they only performed a temporary repair. That, to me, indicates a permanent repair is needed to ensure there's no repeat of the issue.

I can see Admiral's contractors advised Mr R he should arrange a permanent repair. It was up to Mr R whether to follow that advice. But I can't reasonably say it was Admiral's fault the leak recurred, because their repair was only ever meant to be temporary. Nor can I say their contractors should have found the hole they temporarily repaired in April 2024 earlier. I've seen no evidence it was there when previous temporary repairs were done.

In terms of the time taken for a contractor to attend, I can see Mr R contacted Admiral on a Friday. Later that day, he was told a contractor would attend on the following Tuesday. I accept this wouldn't have been ideal. But the policy doesn't give timescales for when a contractor will be sent out – so I can't say Admiral haven't complied with the policy terms. And Admiral's claim notes show Mr R was given the option on that Friday of appointing his own contractor to get the issue dealt with sooner. The note shows Tuesday was the earliest a contractor could attend, although I can see one in fact attended on the following Monday. Overall, I can't say there was an unreasonable delay here.

Similarly, while it was unfortunate that Mr R could hear the background noise of a call handler's family when he spoke to them, I've not been able to identify any negative consequences for Mr R. So I'm satisfied Admiral providing feedback to their staff was sufficient to address this issue.

Finally, I note the investigator identified a number of instances of poor communication from Admiral. Admiral has accepted these and has paid £150 compensation for this. I think this is enough to compensate Mr R. And so I don't think Admiral need to do any more to resolve his complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr R's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 22 May 2025.

Helen Stacey
Ombudsman