

The complaint

Mrs S & Mrs Y complain that Admiral Insurance (Gibraltar) Limited (“Admiral”) handled a claim for damage from an escape of water under a home insurance policy. When I say Admiral I also mean its suppliers, contractors and assessors.

What happened

Mrs S & Mrs Y had a home insurance policy with Admiral covering the contents of a house. They’ve said they rented the house, and that it wasn’t occupied at the time of the damage.

In 2023 they noticed a severe water leak causing extensive damage to the property. They contacted Admiral and made a claim.

They’ve complained about extensive delays and Admiral’s poor supplier, who they say was unprofessional and wouldn’t give them a sufficient valuation for their items. They think Admiral is trying to pay out as little as possible under their claim. They also say no alternative accommodation was offered to them and that their complaint wasn’t logged when they made it to Admiral.

Admiral looked into their complaints and offered Mrs S & Mrs Y £25 compensation saying its service could have been better and it hadn’t answered some correspondence. But it said it needed more evidence of Mrs S & Mrs Y’s losses.

As Mrs S & Mrs Y remained unhappy, they brought their complaint to this service. They ask for a settlement figure for their items, plus compensation for their traumatic experience.

Mrs S & Mrs Y had made an earlier complaint about the same claim, which reached this service. Admiral had offered them £70 compensation for its poor communication. Our investigator looked into that complaint and said they thought Admiral should pay £200 compensation for their distress and inconvenience, but they thought a fair price was offered by Admiral for the contents. Mrs S & Mrs Y didn’t agree with the view but didn’t ask that their complaint was escalated to an ombudsman.

Some of Mrs S & Mrs Y’s new approach to this service covers the same areas of complaint, regarding Admiral’s communication with them. If we did consider and investigate issues that had previously been investigated, we would seriously impair the effective operation of the Financial Ombudsman Service. I can see Mrs S & Mrs Y have been told this in the view, and it’s my opinion that we can’t look at those aspects again. I’ll not repeat the appropriate parts of the FCA rulebook here, as they’ve already been pointed out to them in the view.

The parts of their new approach to this service I can consider relate to the time between 18 July 2023 and 26 April 2024, between the issuance of Admiral’s first and last final responses.

Our investigator looked into their complaint and didn’t uphold it. He said he thought Admiral had fairly settled the claim in line with the policy wording. He thought Admiral had paid elements of compensation in line with this service’s expectations.

Mrs S & Mrs Y didn't agree with the view. They said they would supply more evidence, but then didn't send anything further.

They asked that their complaint was reviewed by an ombudsman, so it'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 read the file, the parts of Mrs S & Mrs Y's complaint I can deal with in this decision are: elements of Admiral's communications with them between the dates of the final responses; and that Admiral wouldn't pay the full value of furniture damaged. I'm also going to mention the third area of complaint about Admiral not offering them alternative accommodation, but I can't see Admiral has responded to this point in its responses.

I'll deal with these issues separately.

I've looked at the communications between Mrs S & Mrs Y and Admiral between 18 July 2023 to 26 April 2024. In the latter final response, Admiral said it accepted its communications between it and its supplier hadn't been very good and it offered £25 compensation for this. There seems to have been periods when the claim wasn't moved forwards, and I can see this caused some distress and inconvenience to Mrs S & Mrs Y. But I can also see there are times when Mrs S & Mrs Y were gathering evidence about the items they say were damaged in the escape of water.

Taking everything into account, I can see the claim has taken a significant length of time to deal with, and some of the delays were caused by Admiral and its supplier. Admiral offered an additional £25 for these delays, and this service previously said it thought £200 for the earlier issues was appropriate. I've thought about this, and considered this service's guidelines on compensation and I think the overall level of compensation offered to Mrs S & Mrs Y is fair and I'm not going to ask it to pay more.

When dealing with items that have been damaged, it's important I say it's Mrs S & Mrs Y's responsibility to provide proof of the loss they incurred. I can see that significant parts of the file of evidence deal with this. It's not unreasonable for Admiral to ask for proof of the loss. Mrs S & Mrs Y talk about them disposing of many items without recording the damage, and receipts being lost in the escape of water. I sympathise with them as I understand the damage was significant and has been very traumatic for them.

But, it's still their responsibility to prove their loss. And, from the evidence I have, I don't think Admiral has acted unfairly in asking for this proof before it settles the claim for the amounts requested by Mrs S & Mrs Y.

I'll also mention that about £18,000 has been paid out by Admiral under the claim, and so I don't agree with Mrs S & Mrs Y's statement that Admiral is only paying the lowest amount it can to settle their claim.

The file talks about some remaining issues, and from what I can see Admiral is still waiting for various proofs of purchase for some items.

Mrs S & Mrs Y told this service they rented the house, but weren't in residence at the time of the loss. They've complained that they weren't offered alternative accommodation by Admiral, but I can't see that they asked for this during their claim. I'll also comment that,

perhaps, they might not have been entitled to this element of cover depending on the length of time the house hadn't been occupied for, but I also need to say that I can't see this specific point has been made to Admiral, or that it's given its final response.

I can see from the file that Mrs S & Mrs Y have found dealing with their claim to be very lengthy and hard work, and it's caused them significant distress and inconvenience. But I think the amounts of compensation that have been awarded and/or paid by Admiral are fair and in line with this service's guidelines. So I'm not upholding this complaint and I'm not going to ask Admiral to do anything more.

My final decision

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S and Mrs Y to accept or reject my decision before 8 May 2025.

Richard Sowden
Ombudsman