

The complaint

Miss S and Mr W complain about the way Admiral Insurance (Gibraltar) Limited (Admiral) handled the claim they made under their home insurance policy.

As Miss S has been leading in this complaint, and for ease, I've referred to her throughout.

What happened

The circumstances of this complaint will be well known to both parties and so I've summarised events. In June 2024, Miss S unfortunately had a fire at her home and so submitted a claim to Admiral under her home insurance policy. Admiral accepted the claim and began repairs on Miss S's property.

Miss S raised a complaint about the way Admiral had handled her claim. She raised a number of complaint points. She said she was unhappy with the communication from Admiral's contractors, the quality of repairs it carried out and the additional damage it had caused to her property. She said a number of her items hadn't been replaced following an unsuccessful attempt to clean them and the contractors had used her new bathroom and had left her carpets dirty. She was also unhappy with the communication from Admiral and the way it had handled the alternative accommodation. She said she wasn't happy with the way Admiral's loss adjustor had handled her claim and the amount she was paid for disturbance allowance.

On 18 October 2024 Admiral issued a final response to Miss S's complaint. It agreed with the majority of complaint points Miss S had raised. It paid £800 compensation as an apology for the service it had provided. It said it would consider evidence Miss S provided of loss of earnings due to having to take time off work because of the claim. It said if Miss S could provide evidence the amount it had paid for disturbance allowance didn't cover her additional costs, it would consider this. It said it had received confirmation the cleaning of Miss S's items had been successful. Miss S didn't think this was reasonable and so referred her complaint to this Service.

Our investigator looked into things. She said she agreed with the complaint points Miss S had raised about the contractor. She said she didn't think the loss adjustor had handled Miss S's claim unfairly and the £3,000 settlement Admiral had offered for Miss S's contents was reasonable. She said she thought Admiral had made errors during the claim but thought the £800 compensation it had offered was reasonable in the circumstances.

Miss S didn't agree with our investigator. She said she had rejected the £3,000 settlement for her contents but no further discussions were had around this. She said her bed had been damaged and cleaning had not restored it and so this should be replaced. She said whilst Admiral had replaced one carpet, two other carpets had been damaged during the incident, and further damaged by the contractors and these hadn't been replaced. She said to resolve the complaint she wanted Admiral to pay the £3,000 settlement it had previously agreed to pay, and pay compensation for distress and inconvenience caused.

Following our investigator issuing her findings, Admiral agreed to raise the £3,000 settlement

it had previously offered. Miss S said she was happy to accept this settlement, but felt further compensation was due for the distress and inconvenience she was caused during the claim and so asked for an ombudsman to consider her complaint.

As Miss S asked for an ombudsman's decision, the complaint has been passed to me to decide.

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 want to acknowledge I've summarised Miss S's complaint in much less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss S and Admiral I've read and considered everything that's been provided.

The relevant rules and industry guidelines explain Admiral should handle claims promptly and fairly. Admiral have acknowledged it hasn't handled Miss S's claim in the way it should have done and have paid £800 compensation. Therefore I've considered whether this is reasonable to acknowledge the impact caused to Miss S.

Based on the evidence provided I'm satisfied that:

- The level of communication Admiral and its contractor provided to Miss S wasn't the standard expected. Miss S wasn't kept updated with the repairs being carried out to her property and spent unnecessary time chasing for updates. The lack of communication also meant there was unnecessary confusion in relation to the flooring, bespoke wardrobes, and paint colour selections. It also meant the cleaner attended Mrs S's property unnecessarily on more than one occasion.
- The way Admiral handled the alternative accommodation arrangements wasn't of the standard expected. For example, it's supplier made an error with the cost of accommodation meaning a property was lost. It also failed to pay for an extension of accommodation until the date Miss S was originally due to check out. This meant she was being told by the accommodation provider she was going to have to leave and no other accommodation had been arranged.
- The quality of repairs weren't of the standard they should have been. Admiral have acknowledged there was poor workmanship in relation to the paintwork, and paint was found in a number of areas including on Miss S's carpet, ottoman and TV.
- Admiral's contractor caused damage to Miss S's brickwork when it placed the skip up against it. I understand this damage has since been resolved but acknowledge this has caused Miss S some distress and inconvenience. Miss S has said the contractor has also caused damage to her outside light. It has said if Miss S can provide evidence of this damage, it will consider this. I think this is reasonable in the circumstances.
- Admiral's contractors have more than likely used Miss S's new bathroom she asked them not to use.
- It wasn't unreasonable for the loss adjustor to tell Miss S he would like the contractors to return to the property and re-start works. He made Miss S aware this

decision was completely her choice. I'm aware Miss S has raised concerns about a potential conflict of interest, however I've not seen any persuasive evidence the loss adjuster has acted unprofessionally during the claim.

- It was reasonable for Admiral to attempt to clean Miss S's contents, and the supplier has confirmed the clean was successful. However Admiral offered a settlement of £3,000 for Miss S's contents. I've not seen persuasive evidence Miss S's items haven't been restored to their pre-incident condition and so I think Admiral's offer of £3,000 is reasonable. I acknowledge Miss S has now accepted this settlement.
- Admiral have agreed to consider any additional costs Miss S has incurred, beyond the £20 per adult, per day, disturbance allowance cost it's paid. I would expect Admiral to pay disturbance allowance to acknowledge additional costs Miss S has incurred due to being unable to remain in her property. I've not seen persuasive evidence Miss S has incurred additional costs which exceed the amount Admiral have paid, and so think the £20 per adult, per day, it has paid is reasonable.
- Admiral have agreed to consider evidence Miss S can provide to show loss of earnings as a result of the way it handled her claim. I think this is reasonable in the circumstances.
- Miss S has received benefit of her home insurance policy as her claim has been accepted and paid. Therefore, I don't require Admiral to refund her the policy premium. I acknowledge Miss S's claim hasn't been handled as it should have been and have taken this into consideration when deciding reasonable compensation.

Given the circumstances of Miss S's claim, she would have experienced a certain level of distress and inconvenience, even had everything gone smoothly. However, I'm satisfied the errors Admiral have made, including those highlighted above, have caused Miss S unnecessary distress and inconvenience. I think £800 compensation fairly takes into consideration the considerable distress and inconvenience she was caused and the considerable effort she has made to put things right. The compensation Admiral have paid is in line with what I would have expected it to have offered in the circumstances and so I don't require it to pay anything further.

My final decision

For the reasons I've outlined above I don't uphold Miss S and Mr W's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S and Mr W to accept or reject my decision before 14 May 2025.

Andrew Clarke
Ombudsman