

The complaint

Mrs B has complained that Admiral Insurance (Gibraltar) Limited provided misleading information to her when she contacted it about a fallen tree. Mrs B holds a home insurance policy with Admiral.

What happened

Mrs B contacted Admiral to report that a tree in her garden had broken in half and had caused damage to a neighbour's property.

Mrs B says Admiral told her that her neighbour would need to claim against their insurance policy if there was no damage to Mrs B's property, which there wasn't.

Mrs B says Admiral also told her that if the tree was deemed unsafe, she would be covered under the policy for the costs to remove the remainder of the tree. Mrs B says when she obtained evidence from the council that the remainder of the tree was unsafe, Admiral said it wouldn't cover the removal costs.

Mrs B complained that Admiral had provided misleading and untrue information to her. She thought it was reckless of Admiral to tell her she would have to wait for the remainder of the tree to fall down before it would assist her.

Admiral didn't uphold Mrs B's complaint. It checked call recordings and webchat transcripts and could not find evidence Mrs B had been told Admiral would cover the costs to remove the remainder of the tree, or that it told her she would have to wait for the tree to fall down before it would assist her.

Mrs B remained unhappy and asked us to look at her complaint.

One of our Investigators listened to the key call recordings and reviewed the transcript of the webchat provided by Admiral. She found no evidence to support Mrs B's complaint. She thought Admiral had given Mrs B correct information. As there was no damage to her property, there was no claim under her policy with Admiral.

Mrs B didn't agree. She is adamant Admiral told her untrue information and believes Admiral hasn't provided all of the information it holds about her contact with it.

So as Mrs B doesn't agree, the case 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 understand Mrs B's strength of feeling as to her account of what happened. This service is an evidence-based service – and I have relied on the evidence provided by both parties when reaching a decision.

Mrs B's policy with Admiral doesn't provide cover for all eventualities. In relation to tree damage, the policy says:

"What is covered.

Falling trees and branches"

"What is not covered.

The cost of removing fallen trees or branches that have not caused damage to the buildings"

Admiral defines the term 'buildings' as; *"Your home and its permanent fixtures and fittings,"*

I've listened to the key call recordings provided by Admiral and reviewed the transcript of the webchat. They do not show that Admiral told Mrs B that if she obtained evidence that the tree was unsafe, Admiral would meet the costs to remove it. Nor do they evidence that Admiral told Mrs B she would have to wait for the tree to fall down before it would assist her.

In the first call with Admiral, the agent told Mrs B that as there was no damage to Mrs B's property, her neighbour would need to claim through their insurance.

In the second call, Mrs B said the local council had told Mrs B the tree was deemed unsafe. So Mrs B wanted Admiral to cover the costs for its removal. Admiral told Mrs B it wouldn't provide cover for this.

Mrs B said she was advised by an agent via webchat that if the tree was deemed unsafe, Admiral would arrange removal. Admiral said it was sorry if this happened, but on checking it found there was no record of this.

Mrs B asked Admiral if it was advising her to wait until the tree falls over. Admiral said as Mrs B has made Admiral aware that the tree is unsafe, it is her responsibility to arrange for its removal. Admiral explained that if the tree falls in the future, it may affect any future claim Mrs B makes as she is aware the tree is unsafe and should arrange removal to mitigate any future loss.

It's clear from the call that Mrs B was unhappy that Admiral wouldn't assist her with removing the tree, that she said she'd received conflicting advice, and that Admiral was asking her to wait until the tree had fallen down. She said that is what her insurance is there for, to help her.

Mrs B told us she recalls an agent confirming that if she obtained evidence the tree was unsafe, Admiral would deal with a claim to remove it. In the second call, Mrs B said this was through the webchat with the named advisor on 25 January 2025. But this service has asked Admiral for all of the available evidence, which we have considered. And having done so, I don't find anything to support Mrs B's complaint. From the webchat transcript provided with the same named advisor, it doesn't show a discussion took place about any agreement if the tree was deemed unsafe.

I'm sorry to disappoint Mrs B. But I don't think Admiral has done anything wrong. So this means I'm not upholding her complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B to accept or reject my decision before 16 September 2025.

Geraldine Newbold
Ombudsman