

The complaint

Mr F is unhappy with the way Admiral Insurance (Gibraltar) Limited (“Admiral”) handled his home insurance claim following a fire at his property.

Mr F had buildings and contents insurance for his flat, underwritten by Admiral. When I refer to what Mr F said, and what Admiral said, it should be taken to include things said on their behalf.

What happened

The background to this complaint is well-known to both parties, so I’ve summarised what I think are the key events.

In January 2024, a fire damaged the downstairs communal area of the building in which Mr F lived. Mr F’s flat was on the second floor, and it was one of eight which used the communal stairwell. Admiral accepted the claim and agreed to pay for one eighth of the repairs.

Mr F said the fire report described the damage as largely cosmetic, and he confirmed that his flat had not suffered any damage. Because Mr F had health problems which could be exacerbated by smoke, he asked for alternative accommodation (AA). Admiral agreed to extend the AA for Mr F beyond the time when the stairwell lighting was restored and was otherwise safe to use. Admiral cash settled its share of the claim for repairs on receipt of evidence of the expected work costs.

Mr F complained to Admiral about a number of issues, mainly in relation to the AA coming to an end, missing payments, quality of claim handling, and the evidence provided to the surveyor assessing the quality of repairs.

Admiral issued a final response to each of two of Mr F’s complaints, as follows:

- 14 January 2025: Admiral upheld two parts of Mr F’s complaint regarding the communication about AA. It agreed that it had incorrectly said AA would be offered until repair completion, rather than until the property became habitable again. It also said it had given Mr F incorrect information about paying for a further month’s AA. For these shortfalls Admiral paid £200 compensation. It didn’t uphold the rest of Mr F’s complaint.
- 30 January 2025: Admiral didn’t uphold any part of Mr F’s further complaint about outstanding payments due to him for AA and removals, information received from the builder, and the failure to cancel his policy.

Unhappy with Admiral’s responses, Mr F brought his complaint to us.

Our investigator didn’t uphold Mr F’s complaint. She said Admiral had paid everything due to Mr F for which it had received evidence. Our investigator thought Admiral had reasonably relied on its surveyor’s report that the property was habitable, and brought the AA to an end with an additional week paid for to allow for packing. While she agreed that Admiral had

fallen short in the provision of information to Mr F regarding AA, our investigator said £200 was fair and reasonable in the circumstances. Therefore, our investigator didn't think there was anything for Admiral to put right.

Mr F didn't agree. The key points he made were that parts of his complaint had been missed; he didn't think £200 compensation was enough; Admiral had all the information needed to settle the outstanding payments, and it had failed in its duty of care to ensure his home was habitable.

The complaint was 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.

Having done so, I've decided not to uphold Mr F's complaint for broadly the same reasons as our investigator. I realise this will be a disappointment to Mr F, but I'll explain why I've reached this decision.

The Financial Conduct Authority's rules (ICOBS 8.1.1) say that insurers must handle claims promptly and fairly. The relevant rules and industry guidelines say a business should provide support and help with understanding, and enable customers to pursue their financial objectives.

My remit is to look at the complaint that Mr F made to Admiral about his claim, its response, any actions it took to put things right, and to decide whether what Admiral did was reasonable. I also consider whether Admiral treated Mr F fairly in the overall circumstances. Where evidence is contradictory or incomplete, I have reached my decision based on what is most likely to have happened.

Firstly, I'll address some matters which run through the whole of Mr F's claim and complaint, and how we handle complaints.

Mr F raised many complaints with Admiral from the date he made his claim, and I understand his complaints are ongoing. I think Mr F has tried to separate the complaint for ease of handling. The Financial Ombudsman has decided a number of Mr F's complaints already. Our rules don't permit me to reconsider complaints already decided, nor do the rules permit me to consider complaints that Admiral hasn't first had an opportunity to consider. So, to be clear, my decision here is about matters addressed in the two final responses that Admiral issued, dated 14 and 30 January 2025.

The rules under which we operate require me to reach what I think is a fair and reasonable decision based on the evidence available. I'm not required to comment on everything, and if I don't comment on a particular issue or piece of evidence, it's not because I haven't considered it. I'd like to reassure Mr F that I have looked at all the evidence provided, including his previous complaints to ensure that I don't miss evidence or consider matters which overlap in the evidence. The points I'll comment on here will be proportionate to what I consider to be the key issues.

Our investigator set out the detail of the complaint, so I see no benefit in repeating that here. I'll focus on those issues which Mr F feels haven't been addressed properly. But I also want to explain what Admiral's responsibility is because I think that has caused confusion.

Responsibility for repairs

Mr F's circumstances are unusual in that his policy provides cover for a communal area of a block of flats, but only a proportional share. Admiral is responsible for one eighth of the cost of repairs, with the other owners' insurers being responsible for the rest. Admiral paid a cash settlement for the repairs and the owners arranged repairs. When a claim is cash settled, the insurer is not responsible for arranging the repairs or ensuring the quality of the work. If additional, reasonable repair costs are incurred above its cash settlement, it would be expected to consider those in line with the policy. So, this means that Admiral is not responsible for the repairs carried out to the communal stairwell.

Alternative accommodation

The policy sets out the detail of the contract between Mr F and Admiral, and I see that AA is provided for. This is a separate section of the policy and covers, "The reasonable cost of temporary accommodation... while your home is being repaired". The policy does not cover, "Any costs that arise once your home is fit to be lived in again".

Admiral provided AA for Mr F until the beginning of December 2024, which means that by that point repairs had already taken almost a year. The evidence shows that the damage was "largely cosmetic", and repairs were expected to be completed much sooner. The repairs were not within Admiral's control, so I can understand why it would want to monitor the costs for which it was responsible.

Mr F's flat, itself, was fit to be lived in. But Admiral accepted that the smoke and soot in the communal area could be detrimental to his health, which is why it agreed to extend AA as long as it did.

With this in mind, I've thought carefully about whether Admiral reasonably withdrew further cover for AA once the stairwell was repaired, albeit not completely. Mr F's concerns seem to be about the quality of the repairs, and he doesn't think he's safe to live in his home until the repairs are done properly. In these circumstances, I'd expect Admiral to send a surveyor to determine whether the repairs were satisfactory, and that's what it did.

There's no written report, so Admiral can't provide that for Mr F. He's frustrated by that and feels that Admiral lied to him. I haven't seen anything in the evidence to suggest that Admiral has been underhand in its assessment of the repairs or lied to Mr F. The contemporaneous notes show that the surveyor inspected the stairwell and called Admiral to give an oral report. Admiral's notes are quite clear and I'm persuaded that they are likely to be an accurate representation of the surveyor's opinion. In summary, the surveyor thought that repair work was outstanding but the property was habitable

I've noted that Mr F doesn't think Admiral gave the surveyor all relevant facts and information, specifically his GP notes, vet note, and photos. Therefore, he doesn't think the surveyor could have reached a fair conclusion about the state of repairs with regard to Mr F's health.

Mr F provided a lot of evidence to show how soot damaged walls should be cleaned and painted, and a lot of evidence to show how soot can affect people. I realise that Mr F will be concerned for his health, but I don't think that the evidence he wanted to be sure Admiral provided to the surveyor would have made a material difference. That's because, as Mr F pointed out, soot could affect everybody and the surveyor would, more likely than not, be aware of that. Nevertheless, I have seen in the claim notes that Admiral called the surveyor while on site to direct them, specifically, to the soot on the walls in relation to the concerns regarding Mr F's medical condition. Admiral also confirmed that photos were available to the surveyor.

Based on the evidence, I see no reason why Admiral shouldn't rely on its surveyor's professional opinion and I don't find that Admiral did anything wrong in doing so.

This, in turn, leads me to conclude that it was reasonable for Admiral to terminate the provision of AA in line with the policy terms and conditions.

Payments

Mr F said payments are outstanding. Admiral said it had sent the final payment for AA, along with an extra week's costs to allow for packing, as a gesture of goodwill. The evidence shows that Admiral also paid £440 for the removal scheduled but which Mr F said was cancelled.

While Mr F believes a removal cost is outstanding, I'm not persuaded by the evidence. He said he provided Admiral with the invoice to pay directly to the removal company, and he understands that it hasn't been paid. This is quite different to saying that Admiral hasn't made a payment to him. I haven't seen anything to suggest that Mr F received payment demands for an outstanding charge. Therefore, I can't see that there's anything for Admiral to pay directly to him. Should Mr F have evidence of a further amount owed directly to him, he would need to provide that evidence for Admiral's consideration.

Policy cancellation

Mr F is unhappy that Admiral didn't cancel his policy when he asked it to. Admiral explained that the team he'd contacted couldn't do that for him but it arranged for the correct team to contact him. I don't think there's anything more Admiral needed to do in respect of this.

Compensation

This is the final point I'll address. Mr F said £200 is not enough given the distress and inconvenience caused. To be clear, Admiral paid £200 in recognition of its claim handling shortfalls in relation to the matters it addressed in its 14 and 30 January final responses. The payment is not to address everything that has happened since the fire damage occurred, nor is it intended to address the inevitable distress and inconvenience the fire itself caused. Mr F has already received compensation from Admiral for his previous complaints, which I haven't taken into consideration here. I have only considered Admiral's payment of £200 and, for the reasons it gave in its response to Mr F, I think it's a fair and reasonable amount. I'm not asking Admiral to pay any more in respect of this matter.

Overall, I can see that Admiral made some relatively minor mistakes in respect of its communication with Mr F, leading him to think it was lying to him. I'm satisfied that its compensation payment adequately addressed those mistakes. Mr F's complaint is largely about the repair work - which is not Admiral's responsibility - and the AA not being extended. But, for the reasons I've given, I don't think Admiral did anything wrong by bringing the AA to an end once its surveyor deemed the property habitable. I'm not asking Admiral to do any more.

My final decision

For the reasons I've given, my final decision is that I don't uphold Mr F's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 6 October 2025.

Debra Vaughan
Ombudsman