

The complaint

Mr W complains about the way Admiral Insurance (Gibraltar) Limited handled a claim he made under his buildings insurance policy.

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.

Our investigator thought Admiral should pay an additional £100 compensation but had otherwise acted fairly. Admiral agreed to this, but Mr W didn't.

I agree with our investigator, and for broadly the same reasons, so it isn't necessary for me to go over everything again in detail. Instead, I'll summarise the main points:

- Mr W made a subsidence claim, which Admiral accepted. Drainage defects were identified and put right, following which building repairs were carried out. The claim was closed in 2019.
- In 2025, Mr W got back in touch with Admiral after he noticed cracking. He thought it may be related to the original claim and should therefore be treated as a continuation of it. This position was supported by a structural engineer, K.
- Admiral said it would open a new claim to consider the matter. If it agreed the recent cracking was related to the original claim, it would re-open that claim and remove any record of the new claim. Otherwise, it would treat the matter as a new claim.
- Admiral has also explained that the original claim was managed on an old system, so it would be preferable to open a new claim on the new system to provide a better service to Mr W when it considers the recent cracking.
- I'm satisfied Admiral ultimately reached a fair and reasonable position in relation to the recent cracking. I'll explain why.
- Admiral has agreed to "arrange for full investigations to take place, including surveyor and engineer assessments". In principle, I'm satisfied that's a reasonable way to consider the recent damage – and decide whether it's related to the original claim.
- If it is related to the original claim, Admiral has committed to dealing with it as a continuation of the original claim. That will mean no further excess is due.
- If it isn't related to the original claim, Admiral has no obligation to deal with it as a continuation and can fairly decline to take any further action under the original claim and policy. Mr W will be able to make a new claim under the policy in force at the time he noticed the damage. I understand that may also be an Admiral policy, but it's not the same one and it would be a new claim regardless.

- In either case, I don't think a second claim should be recorded under the original policy once a decision has been made – so it will need to be removed at that time. Opening the second claim is merely an initial administrative step to investigate the matter by utilising a newer system and provide a better service.
- Whilst I understand K considered the recent damage was related to the original claim, and the ground should be stabilised, Admiral is entitled to consider the matter for itself. It isn't required to accept K's opinion – it's allowed the opportunity to carry out reasonable investigations of its own before making a decision.
- Nonetheless, I would expect K's professional opinion to be given appropriate consideration – particularly as K had the benefit of carrying out investigations and providing advice as part of the original claim. And, if Admiral disagrees with K, I would expect it to explain why, so Mr W can consider how he would like to proceed.
- I know Mr W has reservations about how Admiral will consider the recent damage. It's required to act fairly in relation to a claim. And it's committed to conducting 'full investigations', including assessments by appropriate professionals. So, in principle, I have no reason to doubt it will take the appropriate steps to consider the matter fully.
- If Mr W disagrees with the next steps Admiral takes, including the decision it makes after carrying out the investigations, he will be entitled to raise a further complaint.
- When Mr W recently got in touch with Admiral, it was slow to respond and its communication was poor. Admiral has accepted this and, after our investigator's suggestion, has agreed to pay an additional £100 compensation.
- In June 2025, Admiral offered £100 compensation and, in July 2025, a further £50. With the additional £100, that makes £250 in total. I'm satisfied that's a fair and reasonable sum for the distress and inconvenience caused on this point. If any amounts have already been paid by Admiral, they can be deducted from the total.

My final decision

I uphold this complaint.

I require Admiral Insurance (Gibraltar) Limited to:

- Consider the recent damage.
- Pay a total of £250 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 19 March 2026.

James Neville
Ombudsman