

## **The complaint**

Mr and Mrs A complain about the response of Admiral Insurance (Gibraltar) Limited ('Admiral') to their home emergency insurance claim.

Some of Mr and Mrs A's dissatisfaction relates to the actions of agents that were acting on behalf of Admiral. As Admiral have accepted responsibility for their agent's actions, any reference to Admiral in this decision should be interpreted as covering the actions of their agents.

## **What happened**

The background to this complaint is well known to both parties. I won't repeat in detail what's already known to both parties, instead, in my decision I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr and Mrs A had home insurance and home emergency insurance with Admiral. On 26 January 2025, Mr A reported that water was coming through his roof and entering his property. Admiral arranged for an agent to attend the property to survey the damage.

Admiral concluded that buildings cover wouldn't respond to the loss event and referred Mr A to the home emergency section of cover. Admiral also ultimately told Mr A that this part of the policy wouldn't respond as it only allowed for a temporary repair. Mr A registered a complaint about the claim decline and service provided. Admiral partially upheld it.

In their final response letter, Admiral offered £225 to recognise the impact of their service failings and the remaining home emergency policy limit (£682) towards the cost of repairs. Mr A remained unhappy and referred the complaint to our Service for an independent review.

Our Investigator considered the complaint and recommended that Admiral's offer was fair. As the dispute remains unresolved, it's been referred to me for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

This decision will primarily consider the actions of Admiral when responding to Mr and Mrs A's home emergency claim.

### *Buildings cover*

A claim was considered under buildings cover (storm and flood), but given it's accepted by both parties that work being carried out (power washing) on a neighbour's roof occurred and not a storm or flood, that decline appears reasonable based on the evidence on file. For completeness I've considered if any other section of cover ought to respond (accidental damage) but I note that section excludes water entering the home.

Mr A has recently referred to having further evidence of the proximate cause of the damage, but he'd need to first share that with Admiral for their consideration. I've not considered it in this decision - as the new evidence has come to light many months after the final response letter and the complaint was referred to or Service.

### *Home emergency*

Home emergency cover is usually only intended to provide a temporary repair and is often intended to complement other property cover (such as buildings insurance). For example, in this type of scenario it might respond by providing a cover over the damaged part of the roof to limit further water ingress.

The survey carried out concluded (bold added for Ombudsman's emphasis):

*"The neighbours have had a new roof and jet washed the roof, the granules from the tiles have clogged up the majority of the water channels to the tiles, we removed some granules **but tiles need to be removed to be able to clean the rest and a scaffold would be need. This would be outside of the scope of HE and scaffolding is not covered under Admiral policies.**"*

I consider this decline fair, reasonable and in line with the policy terms. It's also clear Mr and Mrs A didn't want a temporary repair, but a lasting and effective long-term repair. I'll consider the communication around the decline below.

### *The service provided*

As it's not in dispute that Admiral have let Mr and Mrs A down with the service provided when responding to the home emergency claim, I only need to consider whether their offer goes far enough to recognise the impact of their actions and put things right.

Having listened to the various available calls between Mr A and Admiral, I agree the service provided was poor. I won't go into detail, but there were various opportunities to manage Mr A's expectations better around the issue of which party would need to arrange scaffolding for the repair.

I also find that Mr A was given a misleading impression that the home emergency cover would be providing a long-term repair and he has suffered a loss of expectation. There were multiple opportunities to inform Mr A that the home emergency section of cover wouldn't be responding.

I also find there were delays from 3 February when it was apparent home emergency cover wouldn't be responding to the claim until 26 February when Mr A got back in touch to ask for an update. However, I'm satisfied that Mr A was informed at the end of February that scaffolding/the repair wouldn't be provided under the policy, and I note it was several months before he arranged for repairs to take place. As a responsible property owner, a reasonable level of responsibility rested with Mr A to maintain his property to mitigate against further damage occurring. An ongoing complaint didn't absolve Mr A of his responsibilities. I also note that in a call with Admiral in June 2025, Mr A told the adviser he had someone who was ready and willing to do the work since February.

In response to our Investigator's assessment, Mr A said: "As a direct result of the delays and negligence on behalf of Admiral, I need to redecorate my office wall which has been stained from water damage." I've assumed the redecoration didn't take place until the roof had been repaired, which occurred many months after the problem was first identified. Even in a scenario where the further damage occurred between the reporting of the claim and the end of February 2025, Mr and Mrs A would need to show that the internal damage started and stopped prior to being notified of the claim decline and didn't get worse over time. As outlined above, I've found the claim decline was fair and no evidence has been provided by Mr A that he took any steps to mitigate damage after being made aware that the repair wouldn't be covered under the policy.

I note Mr A has referred to the service provided by Admiral potentially prejudicing any claim he may have against his neighbour's roofer because of the time taken. I don't agree with Mr A, as it hasn't been 12 months since this loss event occurred. I find that Admiral acted reasonably in seeking to respond to the claim without encouraging Mr A to pursue legal action, but under the statute of limitation, that option (recovering costs over and above the offer Admiral have made to contribute towards repair costs) may remain open to Mr and Mrs A. I also note they have contemporaneous evidence in the form of two reports carried out by Admiral shortly after the damage was reported. Mr and Mrs A also have the option of discussing with Admiral any options available under their legal section of cover or taking independent legal advice on their options.

#### *The offer from Admiral*

I find that Admiral's offer of £225 for service failings is fair and proportionate - relative to the impact on Mr and Mrs A. I've reached this conclusion having considered the impact alongside our published guidelines on these types of awards and I find it's broadly within the appropriate impact category <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

Admiral also offered the remaining home emergency policy limit (£682) towards repairs. I also consider this fair.

My decision will likely disappoint Mr and Mrs A, but it ends our Service's involvement in trying to informally resolve their dispute with Admiral.

#### **Putting things right**

Although the above offers were made prior to our Service considering this complaint, for completeness, Admiral Insurance (Gibraltar) Limited need to:

- Pay Mr and Mrs A a total of £225 in recognition of service failings.
- Subject to Mr and Mrs A providing reasonable proof of their repair outlay, reimburse their outlay up to £682.

#### **My final decision**

Admiral Insurance (Gibraltar) Limited has already made an offer to pay £225 for service failings and offered the remaining claim limit of £682 towards repairs - and I think this offer is fair in all the circumstances.

Subject to Mr and Mrs A accepting my decision before the deadline set below, my decision is

that Admiral Insurance (Gibraltar) Limited should follow the direction as set out under the heading '*Putting things right.*'

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr and Mrs A to accept or reject my decision before 3 February 2026.

Daniel O'Shea  
**Ombudsman**