

The complaint

Mr L complains about how Admiral Insurance (Gibraltar) Limited handled a claim on his buildings insurance policy.

What happened

The events are well known to both parties so I won't go into detail here. Mr L first raised a claim with Admiral for an escape of water in July 2023. The claim hasn't been fully resolved. Mr L is unhappy with the service he's received and delays. Mr L has raised several complaints with Admiral. Admiral has upheld most of his complaints and awarded compensation. Mr L was unhappy with the amount of compensation offered and that Admiral had declined to pay to restore his garden. Mr L brought the complaint to this service to review.

Our investigator upheld Mr L's complaint. They thought Admiral should cover the full cost to reinstate Mr L's garden but didn't think the compensation offered was unreasonable. Admiral accepted the outcome but Mr L appealed. He was still unhappy with the amount of compensation offered. He thought it should be the same as we'd offered on a previous complaint we'd looked into for him. As no agreement could be reached, the complaint has been passed to me to make a final decision.

Because I disagreed with our investigator's view, I issued a provisional decision in this case. This allowed both Admiral and Mr L a chance to provide further information or evidence and/or to comment on my thinking before I made my final decision.

What I provisionally decided – and why

I previously issued a provisional decision on this complaint as my findings were different from that of our investigator. In my provisional decision, I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Based on what I've seen so far, I intend to uphold Mr L's complaint.

When considering complaints such as this, I need to consider the relevant law, rules and industry guidelines. The relevant rules, set up by the Financial Conduct Authority, say that an insurer must deal with a claim promptly and fairly. So, I've thought about whether Admiral acted in line with these requirements with how they handled Mr L's claim.

At the outset I acknowledge that I've summarised his complaint in far less detail than Mr L has, and in my own words. I'm not going to respond to every single point made. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. The rules that govern the Financial Ombudsman Service allow me to do this as it's an informal dispute resolution service. If there's something I've not mentioned, it isn't because I've overlooked it. I'm satisfied I don't need to comment on every individual point to be able to reach an outcome in line with my statutory remit.

As a starting point, it's important to set out the scope of this decision. Mr L has raised several complaints with Admiral. As a service, we can only consider complaints that have been brought to us in time and we haven't already considered. This means I can only consider the events between 2 August 2024 and 11 February 2025.

It's not in dispute that the service provided by Admiral hasn't been acceptable. Admiral has accepted this and awarded £850 compensation in complaint responses in the time period we can consider. Our investigator thought this was fair. However, when sending us their case file, Admiral agreed the compensation wasn't enough and increased it by a further £300, making it a total of £1,150. This was missed from our investigator's outcome.

Whilst I appreciate Mr L has had a previous complaint with this service, I'm only considering the circumstances of this specific complaint when considering the compensation award. I wouldn't just match the compensation award from a different complaint. Having done so, and whilst I think it will come as a disappointment to Mr L, I think the £1,150 compensation offered by Admiral so far is fair in the circumstances. I say this because I think Mr L has suffered from substantial distress, upset and worry which has caused serious disruption to his daily life over a sustained period of many months. The offer of £1,150 is therefore in line with our website guidelines.

Our investigator thought Admiral should cover the full cost for Mr L to restore his garden. As both parties are in agreement with this, I see no reason to amend the outcome on this point. Mr L hasn't yet paid for the work to be done and so will be getting a new updated quote. I don't think this is unfair or unreasonable and would expect Admiral to pay it once received."

I set out what I intended to direct Admiral to do to put things right. And gave both parties the opportunity to send me any further information or comments they wanted me to consider before I issued my final decision.

Responses to my provisional decision

Admiral accepted my provisional decision.

Mr L didn't respond to the provisional decision by the deadline.

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've thought carefully about the provisional decision I reached. Having done so, and as neither party has provided anything which could lead me to depart from my provisional decision, my final decision remains the same as my provisional decision, and for the same reasons.

Putting things right

To put things right, Admiral should do the following:

- Pay Mr L £1,150 compensation for the trouble and upset caused
- Pay Mr L the full cost to restore his garden based on the new up to date quote he receives

My final decision

For the reasons I've explained above, I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to put things right by doing as I've said above, if they haven't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 11 November 2025.

Anthony Mullins
Ombudsman