

## The complaint

Mr C and Mrs C have complained about how Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim under their buildings insurance policy.

References to Admiral include companies acting on its behalf.

## What happened

Mr C and Mrs C made a claim following a fire at their home. Admiral accepted the claim. Mr C and Mrs C were concerned about how the claim was progressing. So, they complained.

When Admiral replied, it accepted there had been poor communication by its contractor, including in relation to kitchen quotes and Mr C and Mrs C having to chase for updates. It also agreed there had been delays in progressing the claim and with arranging the repairs. It also confirmed it would pay 50% towards the undamaged kitchen items as a gesture of goodwill because Mr C and Mrs C didn't have matching items cover. It offered £300 compensation for the issues identified.

Following this, Mr C and Mrs C complained again about delays with the claim. When Admiral replied, it accepted there had been a lack of progress, poor communication and significant delays. It said it had also chased this with suppliers. It offered £300 compensation for the impact on Mr C and Mrs C.

Mr C and Mrs C complained again about the 50% contribution towards the kitchen and about poor workmanship. When Admiral replied, it said the policy didn't include matching sets cover. So, it would only offer 50% towards the undamaged items. It agreed the workmanship wasn't to its standard. It said it would refer this to its suppliers, who would get in contact to rectify this or to offer a cash settlement. It reviewed the compensation paid, which included £100 the day before its complaint reply and £200 the same day. It said it had now offered a total of £900 compensation for the issues with the claim and it was the maximum it wished to offer.

Mr C and Mrs C complained again. When Admiral replied, it didn't uphold the complaint. It said it wouldn't be paying the full amount in Mr C and Mrs C's quote. The policy didn't include matching sets cover. So, it wouldn't pay the full cost to replace the undamaged items. However, it had offered 50% towards this cost as a gesture of goodwill. It acknowledged that Mrs C had been caused significant distress. However, it said it had made every effort to progress the claim and to resolve the issues raised. The three previous complaints had been upheld and steps were taken to address the issues raised. Contractors had also made multiple attempts to contact Mr C and Mrs C to discuss solutions, including spraying the kitchen cabinets to achieve a colour match. However, these attempts had been unsuccessful. It appreciated that Mr C and Mrs C no longer wanted to use the company appointed by Admiral to deal with the claim. However, they had made repeated attempts to discuss proposed solutions. It could not proceed with any further action without Mr C and Mrs C's cooperation.

When Mr C and Mrs C complained to this Service, our Investigator didn't uphold the complaint. He said Admiral had accepted there were a range of issues with the claim. He said the £900 compensation Admiral had offered was fair in the circumstances. He said the policy didn't have matching sets cover, so it was reasonable that Admiral offered to pay 50% of the cost of the undamaged items.

As Mr C and Mrs C didn't agree, the complaint was referred to me.

### **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 don't uphold this complaint. I will explain why.

It's clear that the claim has been a distressing and difficult experience for Mr C and Mrs C and that they have been concerned throughout about how the claim has been dealt with.

I can understand that Mr C and Mrs C would have had the initial shock and distress of the fire itself and the damage it caused. They then would have expected good service from Admiral to put this right. Admiral has accepted there were a range of issues during the claim, including delays, poor communication and the workmanship quality. I think it's fair it acknowledged these issues and that it also took steps with its contractor to move the claim forward and to deal with issues with the quality of the workmanship. I also think it's normal for an insurer to expect a contractor to put right any issues with the quality of the work it has carried out.

Mr C and Mrs C were also concerned that Admiral only offered a 50% contribution towards the undamaged kitchen cupboards. The policy terms and conditions said:

*"Each individual item from a matching set or suite of items (such as a bathroom suite, a fitted kitchen, an area of wall tiles, floor coverings or a furniture set) is considered to be a single item. We will not pay for the other items in the set, unless 'Matching items' is shown in your policy documents."*

I don't think this wording is unusual. I've looked at the policy Mr C and Mrs C had taken out and it didn't include matching sets cover. This meant Admiral didn't need to replace or pay towards the undamaged items. However, Admiral accepted there would be a loss of colour match when the damaged items were replaced. So, I think it was fair for it to offer 50% towards the undamaged items as a gesture of goodwill. I've not seen anything that persuades me it should have paid the full replacement amount for the undamaged items. As Mr C and Mrs C didn't want to accept this amount, Admiral also offered to spray the cupboards, so the colour matched. But Mr C and Mrs C didn't want to accept this offer. However, I think it was reasonable that this option was offered to try and find an alternative way to resolve this issue.

I've also looked at the compensation Admiral offered for the distress and inconvenience caused to Mr C and Mrs C. Admiral offered a total of £900 compensation. It reviewed the amount it had offered for each complaint and the total amount it had paid and decided this was fair for the issues found. I've also thought about whether I think this amount was fair. Having done so, I think it was. £900 is in line with the amount I would have required Admiral to pay had it not already done so. I think this fairly reflects the impact of serious disruption over a sustained period, taking into account Admiral's poor service and the impact the ongoing claim was having on Mrs C's mental health. So, I don't require Admiral to pay any further compensation.

Having looked at what happened, I don't uphold this complaint or require Admiral to do anything else in relation to it.

**My final decision**

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C and Mrs C to accept or reject my decision before 12 December 2025.

Louise O'Sullivan  
**Ombudsman**