

## **The complaint**

Miss A is unhappy with the service provided by Admiral Insurance (Gibraltar) Limited (Admiral) in relation to a claim she made on her home contents insurance policy.

This decision covers Miss A's claim for contents damaged due to an escape of water in April 2024 and her subsequent complaint to Admiral where a final response was issued on 23 January 2025.

## **What happened**

Miss A has a home contents insurance policy, underwritten by Admiral.

In April 2024, Miss A's home was flooded for the second time. An escape of water claim was submitted to Admiral. Miss A is unhappy that, to date the claim hasn't been validated, and unhappy with the considerable delays and poor service she's experienced with Admiral.

Miss A made a complaint to Admiral. It issued a final response in October 2024 and following a further complaint made by Miss A, it issued a second final response in January 2025.

Miss A was outside of time limits to bring a complaint to this service following the October 2024 final response.

In the January 2025 final response, Admiral partly upheld the complaint. It said most of complaint points Miss A raised here had already been addressed in the October 2024. So, it didn't answer those points again. However, it apologised and accepted that it hadn't returned Miss A's calls, requests for updates or recorded some of the calls. So, it offered Miss A £200 compensation for the failings in the service it provided. This amount was paid to Miss A.

Unhappy, Miss A brought the complaint to this service. In September 2025, our investigator considered Miss A's complaint from October 2024 to January 2025 regarding the delays caused and the complaint points that were new and not a duplication of the October 2024 complaint. She partly upheld the complaint. She thought £200 compensation was fair and reasonable for the shortfall in the service Admiral had provided and for the delays caused. She said the claim was under review and hadn't yet been validated by Admiral, whilst she couldn't comment on the claim validation, she thought Admiral had caused distress and inconvenience to Miss A.

On 9 October 2025, Admiral paid Miss A the £200 compensation our investigator recommended. It paid an additional £50 compensation for the delays it caused. So, Admiral paid Miss A £250 compensation.

Following comments provided by Miss A, our investigator issued further findings on 31 October 2025. She still partly upheld the complaint but increased the total compensation award to £400 in total (including the £250 already paid) for the distress and inconvenience caused to her. As Admiral had already paid Miss A £200 compensation following the final response in January 2025 and a further £250 compensation in October 2025 (following our

investigator's first findings), she recommended Admiral pay Miss A a further £150 compensation. This would be a total compensation of £600 for the distress and inconvenience caused to Miss A.

Miss A accepted the investigator's findings but only if Admiral met a number of conditions in regard to the claim itself.

Admiral didn't accept the conditions requested by Miss A or the amount of compensation recommended by the investigator.

As no agreement has been reached by either party, the complaint has been passed to me to make 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.

The relevant regulator's rules say that insurers must handle claims fairly and shouldn't unreasonably turn down claims. Insurers must also handle claims promptly and should provide reasonable information about the progress of a claim. I've taken those rules into account, amongst other relevant considerations, such as industry principles and rules, the policy terms and the available evidence, to decide whether I think Admiral has handled Miss A's claim fairly.

My role here is to decide whether Admiral has acted fairly in the handling of Miss A's claim following the incident in April 2024. It isn't the role of this service to act as claim assessors in determining a settlement. It's also not this service's role to interfere in the claims handling of a business or ask it to validate a claim while it's still investigating it. I appreciate Miss A would like the claim finalised due to the significant delays and I understand the whole situation has been very challenging for her, but Admiral's position on the claim is that investigations are still ongoing.

In the October 2024 final response, Admiral responded to the points Miss A raised and accepted that the service it had provided could have been better. Miss A didn't bring this complaint to our service within the required six-month time limit. I'm therefore unable to consider the points raised in this complaint as they fall outside this service's jurisdiction.

I am able to consider the complaint points referred to in the final response dated January 2025. However, I note some of these are repeated from the previous complaint (October 2024) so I can't consider any duplication of points as they also fall outside of this service's jurisdiction.

#### **Delays in claim-handling and processing of the claim by Admiral**

The key issue on this complaint is the delay that's been caused by Admiral in reaching an outcome on Miss A's claim, the failures in its communication and the significant impact this has caused to Miss A financially and mentally. My consideration here is limited to these points.

I note that in Admiral's final response of January 2025, it accepted there were failings in the service it provided and offered Miss A £200 compensation and later also offered Miss A a further £50 compensation.

Our investigator initially recommended compensation of £200 within her findings and Admiral

has confirmed this has been paid to Miss A. So, in total, Miss A has received £450 compensation for the delays caused by Admiral and the overall handling of the claim. With this in mind, I've carefully considered whether this is fair and reasonable taking into account our general approach with regards to compensation awards for distress and inconvenience caused.

Miss A first reported the incident in April 2024. The claim hasn't yet been validated or accepted and investigations are still ongoing. Whilst that may be the case, there have been considerable delays experienced by Miss A for which Admiral hasn't provided a date when it will be finalised. I can't comment on the claim itself or on the ongoing investigations. However, it's not in dispute that further delays have been caused. And Miss A hasn't also received regular updates about the progress of the claim. I would expect that Admiral at least provide Miss A with updates as this is causing her considerable distress and the impact has been both emotional and financial on her.

There has also been an impact on her mental health. I consider Miss A to be a vulnerable consumer and whilst I understand that it's not our role to make the business validate and accept a claim, there is a duty for Admiral to treat Miss A fairly by providing her regular updates on the progress of her claim and responding to her queries in a timely manner.

It's clear that this matter has gone on for far longer than would have been expected. Miss A has provided evidence that she's had to chase the loss adjusters as well as Admiral on several occasions and she wasn't provided with meaningful updates. She's also provided her psychologist's letter confirming she is receiving therapy, and which confirms the impact this claim has had on her.

I understand that £450 compensation has already been paid to Miss A. I agree with our investigator that I think a further £150 in the circumstances here, is fair and reasonable – making the total compensation award to £600.

Miss A made a number of other complaint points that were addressed in the January 2025 final response. I have reviewed these and for completeness, I will address the points that I can consider.

#### Alternative accommodation

Miss A is unhappy that Admiral didn't contribute to the alternative accommodation costs. I understand that the buildings insurer has been liaising with Admiral to contribute part of the payment. Usually, it would be the responsibility of the buildings insurer to pay the alternative accommodation costs. Admiral said if Miss A had any out-of-pocket expenses in relation to the accommodation, she should contact it directly.

#### Customer service provided by the loss adjusters

Miss A is unhappy with the claims-handler and that her claim wasn't passed to another handler. Admiral said the loss adjuster isn't able to pass over the claim-handling to another person as it would mean starting over again and would cause further delays. I think this is fair and reasonable.

Miss A is unhappy that calls weren't being recorded. This issue has been addressed by Admiral, and it has asked the loss adjuster to only call Miss A from its telephone system so the calls can be recorded going forward.

Miss A also says that she made numerous complaints to the loss adjusters, but her issues were not resolved. I understand the loss adjuster will try to resolve complaint in the first instance and if can't do this, the issues are passed to Admiral. I can see that the loss

adjuster passed on the complaints to Admiral and following this it addressed the points in its final responses and sent these to Miss A.

#### Delay in payments being made

I can see a reserve was applied to the potential cost of the claim, but this then changed to a lower amount. Admiral said this is because it's not clear of the figures and different amounts have been provided. It is still validating the full costs from the inventory and could still be subject to change. Admiral is able to hold any payment as pending until all the items have been assessed. I don't think this is unreasonable.

#### Concerns about being homeless and the property being undervalued

Miss A is concerned that she will be homeless. I understand this whole situation has been frustrating for Miss A and she has concerns. Admiral said the claim wouldn't take that long once it's validated. But it said this in January 2025. It has been a significant delay, and I don't think it's acceptable that Admiral hasn't kept Miss A updated at the very least.

She's also concerned that her property will be under-valued. I appreciate her concerns, but Admiral has said that once the claim has been accepted and validated, it will be put back into the position it was in before the damage was caused. I think this is fair but due to the delays caused, I can understand Miss A's concerns.

#### Discrimination

Miss A says she feels she's been discriminated against by Admiral because of all the problems he's experienced. I understand why she feels this way. It isn't for this service to make a finding about whether Admiral has been discriminatory towards Miss A under the Equality Act 2010 (only a court can decide whether there's been a breach of the Act). This service can look at whether Miss A has been treated fairly. Whilst I appreciate fully that the delays caused have been challenging for Miss A and that Admiral could have been better in its communication and providing updates, I can't say that Admiral hasn't responded to the concerns she's raised, and I think Admiral has addressed these fairly.

#### Conclusion

Overall, taking everything into account, I think Admiral has caused delays that are sufficiently significant which means that I'm satisfied a total of £600 compensation is fair and reasonable. Miss A has experienced distress and inconvenience for the reasons I've provided above. My understanding is that Admiral has already paid Miss A £450 as compensation – it should therefore pay Miss A the remaining £150 for the failings in the service it provided.

#### **Putting things right**

I direct Admiral Insurance (Gibraltar) Limited to pay Miss A £600 total compensation for the distress and inconvenience it has caused her.

#### **My final decision**

For the reasons given above, I partially uphold Miss A's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 18 February 2026.

Nimisha Radia  
**Ombudsman**