

## **The complaint**

Mr M complains that Admiral Insurance (Gibraltar) Limited (“Admiral”) caused significant delays and declined his claim, following flood damage at his home.

## **What happened**

Mr M had home insurance with Admiral. In May 2024 he made a claim for flood damage following heavy rain. Admiral appointed its Loss Adjustor to validate the claim.

The Loss Adjustor attended Mr M’s property and reported on the findings. There was significant damage to the ground floor and it was noted the pool house had partially collapsed.

In October 2024 the Loss Adjustor reported there were building works going on next door to Mr M’s property. Further investigation revealed ground works had begun two months earlier and the land where the pool house once stood was now owned by someone else.

Admiral was concerned that Mr M had failed to advise he’d sold the land and was continuing to claim for the pool house and associated buildings. So the claim was referred to Admiral’s technical team. Admiral received further correspondence from Mr M regarding the repairs to the pool house and associated buildings after the pool had been filled and the building demolished. Mr M withdrew his claim for building work and instead claimed for the loss of value in the land as a result of the flood. Mr M claimed he lost around £100,000 on the sale.

Admiral wrote to Mr M in July 2025 to decline the claim due to the inconsistencies in the information provided. Mr M didn’t accept this outcome and complained.

In its final complaint response Admiral said the claim was declined because the information provided during the claim was incomplete and inaccurate. It said specifically, Mr M no longer had a financial interest in the land containing the pool and associated buildings. So it cancelled Mr M’s policy from 3 May 2024 and didn’t return any premiums. It did accept there were some delays in the handling of the claim at the outset so it paid £200 to reflect the distress and inconvenience. Unhappy his claim was declined; Mr M referred his complaint to this service.

One of our Investigators considered the evidence and concluded that Admiral acted fairly in declining Mr M’s claim and cancelling his policy. She said Admiral had awarded Mr M £200 to compensate for some delays at the start of the claim, and she thought that was reasonable.

Mr M didn’t agree. He said Admiral has accepted there is a valid claim since it paid around £115,000, and it isn’t able to now go back on that. He says the claim for damage to the house is separate from the claim for damage to the pool. Mr M isn’t happy with the level of distress and inconvenience offered. Because Mr M didn’t accept our Investigator’s findings he asked for an ombudsman to consider the complaint. It has been passed to me to decide.

## 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'm not upholding Mr M's complaint. I'm sorry to disappoint him but I'll explain why I think my decision is fair.

I've summarised the events briefly and in my own words, focusing on the key timeline and main issues. All evidence from both parties has been considered, even if not mentioned. This approach reflects our role as a quick, informal alternative to the courts, with no discourtesy intended.

It is not the role of our Service to determine whether fraud has been committed. That's a role for the Courts. What I can consider is how Admiral assessed Mr M's claim to see if he was treated fairly and reasonably.

In the letter when it declined Mr M's claim, Admiral referred to the following policy terms and conditions;

*"The cover in this policy is valid as long as:*

- You and your family have kept to all the terms and conditions, and*
- The information you gave at the start of your policy or renewal or when registering a claim is true and complete."*

Admiral also quotes the following section of the policy;

*"Fraud and misrepresentation.*

*You must always answer our questions honestly and provide true and accurate information.*

*If you, or any other insured person, or anyone acting on your behalf, provides:*

- False, incomplete, exaggerated or misleading information, or*
- False, altered, forged or stolen documents,*

*We will do one or more of the following things.*

- Change your policy to show the correct information, and change the premium accordingly,*
- Cancel your policy immediately*
- Declare your policy void*
- Refuse to pay any claim or only pay part of the claim*
- Keep the premium you have paid*
- Recover any costs from you or any other insured person*
- Cancel or void any other EUI policies you are connected with."*

Admiral say that Mr M provided incomplete information and attempted to claim for damaged buildings located on land that had already been sold. Admiral also contends that Mr M's emails in October and November 2024 were misleading, as they referred to reinstating the pool and associated buildings, which was never intended.

More specifically, Admiral says when it was clear the land had been sold Mr M tried to claim for loss of value in the land, but it said the sale was completed as intended and there was no loss evidenced.

Mr M claimed for flood damage in May 2024. Drying and strip out work was due to take place in October 2024. But by then building work had started to the side of Mr M's home. This is the land that contained the swimming pool and other buildings that were subject to Mr

M's claim. Evidence confirms the land was sold in September 2024 and I can't see anything to show Mr M told Admiral about the sale of the land.

Mr M says his claim remained valid as he was claiming for the reduction in sale price of the land. Mr M initially agreed to sell the land for around £700,000 but says this was reduced by £100,000. The contracts for sale were exchanged in around February 2024. In early October 2024 Mr M discussed settlement options for the swimming pool but didn't mention the land had been sold the previous month, or that he was claiming for loss of value. In October 2024 Mr M discussed settlement of the claim, referencing the pool area specifically. Again there is no mention of the land being sold or that the claim was now for loss of value. At that stage the land had been sold, the pool filled in, and the buildings demolished. So, I'm not persuaded Mr M was claiming for loss of value from the sale of the land.

### *Loss of value*

Mr M says he entered into an agreement to sell the land for around £700,000. Contracts for the sale were exchanged in February 2024. The sale documents confirm the sale was separated into two parts – the first part was for around £600,000 paid for by a company, and £100,000 directly to Mr M as the seller. The evidence shows any variation on the payment would be deducted from the £600,000 paid for by a company. This is because £100,000 direct payment to Mr M was fixed.

Land Registry records indicate the property was sold for approximately £600,000, so I am not persuaded that a loss occurred. Mr M has provided an addendum to the disclaimer form, signed by both himself and the private buyer. However, considering the date of the disclaimer, I place greater weight on the Land Registry document, which confirms the sale price as around £600,000. There is no compelling evidence from the point of sale to suggest any reduction in value.

### *Separating the claim*

Mr M complains that Admiral didn't separate the claim as he requested. Mr M wanted the pool house claim separated from the damage to the home. Admiral said it wouldn't be possible while the claim was being validated and I think that's fair. Admiral isn't under any obligation to separate the claim, particularly when it is still investigating matters.

It isn't in dispute there has been a genuine loss caused by the flood. However Admiral was unable to substantiate the claim in relation to the pool, I can understand why Admiral would want to validate the whole claim especially where it had concerns. So I don't think Admiral acted unfairly here.

### *Estoppel*

Mr M says Admiral is estopped from raising any argument in respect of the claim since it already agreed there was a valid claim and paid a partial settlement for the alternative accommodation and contents. Having carefully considered this point, I don't agree. The nature of a claim is that things can change as the claim progresses, which is what happened here. Admiral is only responsible for the costs of repairing Mr M's home within the terms of the policy. And when it became clear the information Mr M provided was incomplete and misleading Admiral took steps to look into this further. It then declined the remainder of the claim and cancelled the policy.

Mr M's policy terms require that he provides true and accurate information. The evidence supports that there are inconsistencies with the information provided. My role here is to decide whether I think Admiral has considered the claim fairly and reasonably with regards

to Mr M's policy terms and conditions. Having done so, for the reasons explained, I don't think Admiral treated him unfairly when it relied on its policy terms to take the action it did.

I accept this leaves Mr M in a very difficult position. But having considered everything I don't think Admiral has acted unfairly because I'm satisfied Mr M provided incomplete and misleading information. So, it follows that I'm not able to uphold Mr M's complaint.

Admiral offered Mr M £200 to apologise for the delays in the handling of the claim. If Admiral has not already paid the compensation then it should do so now.

### **My final decision**

For the reasons I have given, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 6 January 2026.

Kiran Clair  
**Ombudsman**