

The complaint

Ms B and Mr B complain about how Admiral Insurance (Gibraltar) Limited handled a claim they made on their buildings insurance policy.

Reference to Admiral includes its agents.

Because Mr B has been corresponding with us mostly, I'll refer to him alone throughout the majority of this decision.

What happened

Following a fire at the property Mr B made a claim for the damage caused to Admiral.

Admiral accepted the claim and arranged repairs. Mr B complains about those repairs and the progress of the claim. To summarise Mr B complained about:

- The wiring – he didn't think it was carried out by a suitably qualified professional
- The roof trusses and loft hatch – he didn't think this repair was carried out properly, to standard
- Gable end wall – he thought there were issues that needed addressing here
- The stairwell – he wasn't pleased with this repair
- A snagging list – he said everything on this list needed actioning
- Missing or damaged items he said happened during the claim
- Delays in the contents claim
- Reimbursement of costs
 - Travel costs
 - Surveyor's cost
 - Cleaning costs
- Compensation for the handling of the claim – including Mr B's thought that Admiral should have monitored it better, paid for his mail redirection and didn't ask permission to take photos of the property

Our Investigator recommended the complaint was upheld. She issued two assessments, but the findings and recommendations she made to Admiral were as follows:

- Carry out a re-wire of the property to standard
- Await the results of sign off for the revised trusses and roof hatch issue then action remedial work
- Scope up work needed on the gable end then give that scope to Mr B to cost up using his contractor – then pay Mr B that cost
- Reimburse travel and surveyor costs
- Carry out/pay for the carrying out of the issues on the snagging list
- Pay for the missing damaged items Mr B claimed were damaged during the course of the claim.
- Pay £2,000 toward the stairwell repair – she thought a higher payment was betterment.

Our Investigator didn't think Admiral needed to:

- Pay any more compensation than the £900 it had paid already
- Pay for the redirected mail
- Pay anything for taking the photos of the property
- Pay anything more for cleaning costs.

She thought the complaint surrounding the contents claim's delay needed to be addressed separately.

Admiral, after our Investigator's second assessment accepted her recommended settlement.

Mr B didn't – he didn't think paying for the total stairwell costs was betterment. And he said following visits agreed in our Investigator's assessment, further issues have arisen.

Admiral later changed its stance. It said it was no longer willing to carry out further work on either the gable end, or the loft hatch and roof trusses. It said these were issues caused by Mr B's contractor carrying out private works not linked to any schedule of work.

I issued a provisional decision upholding Mr B's complaint. It said:

"...I'm thinking of upholding this complaint. I'll explain what I think Admiral needs to do and why. But, in line with our Service's role as an informal one, I don't intend to go into great detail. Instead, I'll comment on what I consider to be key to the dispute.

It's worth noting here that my role, nor anyone else at this Service's is one of a claim handler. It is to resolve complaints. That means I can't review and comment on each interaction that happens between the two parties until the claim is resolved. I have to draw a point, a line, up to which I'll be considering the complaint and Admiral's response to it. Otherwise, it's unlikely, pragmatically, that this complaint will get resolved. I understand Mr B, and perhaps too Admiral, would like our involvement up to the point that the claim is resolved and settled and no more issues arise. And I appreciate fully that my outcome will not bring full closure to matters. But that simply isn't our role.

So with that in mind, the line I'm drawing is our Investigator's second assessment. That seems a pragmatic point for me to review matters which happened up to it. At that point, plans were waiting for approval and a recent visit had taken place to rectify the latest snagging list – which included issues with the gable end wall.

So to be clear, any new issues that arose after this second assessment, including anything that arose following Admiral's visit, or any issues with approval from the council for the trusses and/or hatches, I'll not be considering in this complaint.

Our Investigator also said any delays with the contents claim wouldn't be considered in this complaint – and I plan to take that same stance. No party objected to that at the time.

Here, Admiral has agreed to a number of recommendations put forward by our Investigator as settlement. So I'm satisfied it now needs to honour that agreement. That includes work to the gable end and work to the trusses and the roof hatch.

I appreciate Admiral has since said it doesn't think it's responsible for work to the gable end, or the trusses and the hatch, because it says these issues don't relate to the work it authorised. But it knew this before agreeing to our Investigator's assessment. So I don't find it reasonable it now raises that as a reason not to agree.

DISP 3.7.12 also clearly sets out that the respondent – here Admiral – must adhere to not only an award or direction made by the Ombudsman, but any settlement it agrees to at an earlier stage of the process.

So, I'm satisfied Admiral should honour what it agreed to when accepting our Investigator's assessment. And that was to rectify the reported issues with the gable wall, and the issue with the trusses and the loft hatch.

I understand though, that what is needed to rectify those two issues, at the stage of the complaint I'm looking at, isn't clear.

I'm aware that in relation to the loft trusses and hatch, a plan is awaiting approval from the council. I understand Mr B has issues with that plan. But I'm not expect anything more to happen in relation to this repair without that approval. If the plan is approved, Admiral should carry it out. If the plan isn't approved, it'll need to draw up a new one. At that point, should that happen, I'd expect Admiral to consider Mr B's third party's comments on what's needed to carry out an effective repair.

In relation to the gable end, this was to be addressed in Admiral visit. So, as explained above, the outcome of that visit isn't part of this complaint. So, I can't look at how Admiral plans to rectify the gable end issues. I can only say that it needs to put a plan together to rectify them, and action that plan. Any dispute about what that plan involves would need to be a new complaint.

I don't intend to detail much about the electrical aspect of this complaint. It has been agreed that Admiral will carry out a full rewire to standard. So, that's what it needs to do.

Equally it agreed to reimburse costs relating to travel and the surveyor fee upon receipt of evidence. Again, it's agreed to do that, so that's what I recommend it needs to do.

Similarly I find Admiral should pay for the items set out in our Investigator's first assessment that Mr B alleges were damaged in the course of the claim. I understand Admiral doesn't think it's responsible for them, but I'm more persuaded it is. And by accepting our Investigator's assessment, it should pay them. So, on receipt of evidence of the loss, Admiral should pay Mr B for the cost to replace or repair these items.

Turning to the stairwell, I'm satisfied Admiral's offer of £2,000 toward the cost is reasonable. I've seen pictures of the staircase before the claim, and afterwards and I'm satisfied the new staircase would count as betterment. Admiral has also pointed out the difference in materials used as a reason for betterment too, which I find reasonable.

In relation to the snagging list – I'm aware this may have changed since our Investigator's assessment, further highlighting the difficulty of bringing this complaint to a close. But Admiral had agreed to rectify/pay for the items on the list as of our Investigators second assessment. So, like above, because that's something it's already agreed to do, it should honour that agreement. Anything added to the snagging list after this, does not form part of this complaint.

Our Investigator didn't think Admiral needed do anything regarding the redirection of mail, or taking pictures of the property without Mr B's consent. And we've not been provided anything to persuade me that finding was unfair. So, I'm planning on saying the same, that Admiral need do no more.

But our Investigator thought that £900 was reasonable compensation for the issues experienced. I'm not minded to agree. I think it considered issues up to the point of her first

assessment but doesn't consider now that a full rewire of the property is needed, as well as further rectification work – with some still outstanding and waiting approval. So, with that in mind, I'm more persuaded that a further £600 is due, taking the total compensation to £1,500."

Both Mr B and Admiral responded to that decision.

In summary Mr B said:

- He accepted the payment regarding the stairway.
- He disputed that issues surrounding the loft hatch and the trusses were caused by private works and maintained Admiral design wasn't suitable.
- He said nothing had been done to sort the gable wall nor has anything been done to rectify the snagging list.
- He said he's submitted evidence of costs to Admiral, but hadn't heard anything back and questioned whether what he'd sent was enough.
- He wanted reassurances that moving forward the claim would progress and that Admiral wouldn't stall or reject any information he provided moving forward.
- He was also concerned about the rising costs of the claim and the effect these may have on his premium.
- There were some inaccuracies in my decision – but they didn't materially affect the outcome reached.

Admiral, in summary said:

- While it agreed to the concept of rewiring the property, it was currently safe. It said it needed to know how Mr B wanted to proceed in respect of who was drawing up the scope of works. It said this was important because it would in turn affect the rectification work needed in relation to the snagging list.
- I maintained its position on the loft hatch and trusses.
- It said it has since paid to rectify the issues with the gable wall
- It said it was still waiting for evidence of Mr B's losses in relation to the items set out in our Investigator's assessment.

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.

As is evident from the responses, there's still some disagreement with what has happened and what needs to happen moving forward. But after reviewing both responses, I've not seen anything which persuades me of the need to depart from either the findings or direction.

As set out in the provisional decision, it is not my role to handle this claim, it's to try and resolve this complaint. I fully appreciate that any direction I give may not be perfect and may indeed include recommending Admiral or Mr B take actions they've already taken. But I'm satisfied the direction is clear enough to help move the claim forward.

Mr B has asked what safeguards are in place. And I can understand why he's asked this given the history of the claim. But the only safeguards I can put in place are the directions I give Admiral in regard of putting this right in respect of this complaint.

Admiral needs to, if Mr B accepts this decision, carry out those directions, which in turn should progress this claim toward resolution. But if Mr B is unhappy with the progress, or

anything else related to this claim, he'd need to first raise whatever issue he had with Admiral. If unhappy with its response, we may be able to consider that complaint. This includes any cost of the claim and any potential impact this has on Mr B's premiums.

Here in particular, I'm satisfied my direction surrounding the loft hatch and roof trusses is a reasonable direction. I understand both sides have reservations, but I'm satisfied it wouldn't be responsible for me to make any different finding given the design is still with the council.

The gable end wall issue has prompted two different responses, one from Mr B saying nothing has been done, and one from Admiral saying work has been done and that it's paid Mr B for it. Clearly both things can't be true. But my direction remains the same. If Admiral thinks it's already done this, it should provide evidence of such to Mr B. If Mr B still thinks work remains, he should inform Admiral. Any dispute around this however, would be a new complaint.

Both sides indicated work on the snagging list hasn't been done. But my finding related to actioning the snagging list at the time of our Investigators second and final assessment of the complaint. I stand by that. I appreciate the snagging list may have changed since then, and may change further going forward (as I'll come on to). But I'm satisfied my direction, in relation to the complaint I am looking at, is reasonable and workable.

Admiral has said it needs to know who Mr B wants to do the re-wiring of the property. It's said this will likely affect the snagging list. That may well be the case. But that's not something for me to decide in determining this complaint. My direction is for Admiral to carry out the rewiring. How it does that practically, is an issue for Mr B and it to agree on.

Turning to evidence of costs, again, two polar responses have been received here. Mr B says he's submitted evidence, Admiral says it's awaiting evidence. But, my direction does not change. Admiral should however let Mr B know what it is still waiting for, and why what ever Mr B has sent it so far isn't enough. Mr B may need to resend evidence he's already sent to reach this position.

Mr B says there are a few corrections he'd like to make to my provisional decision, but he's said they don't affect the outcome. I agree that they don't. So, whilst I respect his point, I see no benefit in making those corrections.

Putting things right

As set out above, I'm not changing the direction given in my provisional decision. That direction is set out below – with some small clarifying points.

- Carry out a full rewiring up to standard – liaise with Mr B on who will draw up the scope of works for this.
- Await approval of the plan for the loft hatch and trusses – if approved, action, if not approved, consult with Mr B's third party on another plan to move things forward.
- Put right the gable end – drawing up a plan to rectify the reported issues. If it thinks it's already paid to settle this issue, it should evidence this to Mr B.
- Action the snagging list at the time of our Investigator's second assessment (or whatever amended list is created after creating the scope of works for the re-wire)
- Upon evidence of payment, reimburse Mr B for travel costs and the surveyor's report – work with Mr B to determine what is outstanding and what evidence needs to be supplied.
- Upon evidence of loss, pay Mr B the cost to replace or repair the items set out in our Investigator's first assessment work with Mr B to determine what is outstanding and what evidence needs to be supplied.

- Pay £2,000 toward the stairwell repair
- Pay Mr B £1,500 compensation (if the £900 previously offered has been paid – this can be deducted from this figure).
- Pay Mr B 8% simple interest on any cost listed above that he's paid but not been reimbursed for yet. Interest should be calculated from the date Mr B paid to the date Admiral pays him*.

My final decision

For the reasons set out above, my final decision is that I uphold this complaint. Admiral Insurance (Gibraltar) Limited needs to carry out the actions outlined in the "Putting things right" section detailed above.

* Interest is at a rate of 8% simple per year and paid on the amounts specified and from/to the dates stated. HM Revenue & Customs may require Admiral to take off tax from this interest. If asked, it must give Mr B a certificate showing how much tax it's taken off.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B and Mr B to accept or reject my decision before 13 January 2026.

Joe Thornley
Ombudsman