

The complaint

Miss R and Mr T complained about Admiral Insurance (Gibraltar) Limited's ("Admiral") poor handling of an escape of water claim, under their home buildings insurance policy.

I'll refer to Miss R in my decision for ease.

What happened

Miss R said that late in the evening of 21 January 2025 she returned home and found water leaking through her kitchen ceiling. She turned the water off at the mains and arranged for a plumber to fix the leak the next morning. Miss R then contacted Admiral to make a claim. At this point she said she'd noticed damage to the ceiling, lights, worktops/cabinets, an oak floor, her oven and hob, and an air fryer.

Miss R said the surveyor Admiral sent to inspect the damage was under qualified. She said this resulted in Admiral producing an inadequate scope of works (SOW) for the repairs. The SOW excluded damaged items including the oven, cooker hood, cooker housing, and oak flooring. Additionally, she said there was no allowance for fire retardant plasterboard to cover a steel beam.

Miss R said Admiral subsequently agreed to replace the cooker housing, end panels, and plinths. But she said the kitchen was obsolete so these items would not be available. Miss R said it was agreed for a flooring specialist to inspect her floor. But this would result in an additional policy excess payment for £750. She said this wasn't necessary as the surveyor had already identified that the floor was damp. Because of this she declined to allow the specialist to attend.

Miss R said she obtained quotes to replace the damaged items and materials, and for the kitchen to be returned to its pre-loss condition. She said this was costed at £11,144.22. Miss R said Admiral contacted her to offer a cash settlement of £2,380. But on 20 February 2025 it called to tell her its surveyor's SOW had been "*grossly inadequate*". This necessitated a further survey. At this juncture Miss R said repair work had commenced. She said it was unfair to require a further survey due to the inadequacy of the first.

Miss R said Admiral subsequently agreed to include a cooker hood in the settlement. But she remained dissatisfied with its handling of her claim and so she complained.

In its final complaint response Admiral said the surveyor it used was qualified to do the job. It acknowledged that having reviewed the information again, that the settlement payment could be increased to £3,771.81 less the £750 policy excess. Admiral confirmed it would pay interest on the £870 delayed payment. It also paid Miss R £350 compensation. This was for communication issues and because the initial settlement payment was too low.

Admiral explained that it needed a further survey to inspect the damage Miss R had claimed for the floor and the kitchen. It said the repairs Miss R arranged were only in relation to the ceiling. So, it was still possible to inspect the other areas for claim related damage. As Miss R didn't agree Admiral said it was unable to validate any further loss. The business

acknowledged a miscommunication regarding the policy excess. It confirmed only one policy excess fee was payable.

Miss R didn't think Admiral had treated her fairly and referred the matter to our service. Our investigator didn't uphold her complaint. He thought Admiral should be able to validate the damage Miss R was claiming. He said the compensation it had paid Miss R was fair for the shortfalls it had identified in its claim handling.

Miss R didn't accept our investigator's findings and asked for an ombudsman to consider her 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 Miss R's complaint. Let me explain.

Insurers must validate all claims. This is to ensure any loss has resulted from an insured cause and that no policy exclusions apply. Under her policy terms Miss R is required to provide any information Admiral needs relating to a claim and to cooperate with its investigation. I've thought carefully about this here.

I've read the surveyor's report as well as the SOW that was produced. I acknowledge Miss R's comments that the surveyor Admiral sent to inspect the damage wasn't qualified for the job. In its response Admiral explained that the surveyors it uses are building specialists with the necessary experience to complete an insurance validation. I can see the survey report gave a detailed description of the condition of the kitchen area. It also confirmed the cause of the damage. The surveyor included damp meter readings and numerous photos in his report to support his findings.

Based on what I've read the report is typical of a survey I'd expect to see in relation to an insurance claim. I understand the individual who carried out the inspection isn't a registered surveyor. In the sense that this person is not a member of the Royal Institution of Chartered Surveyors ("RICS"). But there's no requirement for the surveyor validating this claim to have specific qualifications or memberships. I don't think Miss R has shown that the surveyor Admiral used was incapable of carrying out this role.

Admiral's surveyor raised concerns that Miss R's claim had been exaggerated. More specifically the surveyor highlighted a "*fairly localised escape of water*". He didn't think the damage Miss R had claimed aligned with this. He said the full plaster ceiling had been removed, when only a small section of this would have been claim related. To support this the surveyor explained that the plasterboard placed in the garden was largely undamaged by water. He said there was only one small sample that showed damp staining. He also said that the plasterboard he tested internally contained no moisture.

In his report Admiral's surveyor said there was no evidence of damage to any walls. He said the policyholder had removed some panelling from around the entrance door. But this was some distance from the area affected by the escape of water. He said this was not linked to the claim. The surveyor said there were no signs of damage to the worktops despite the policyholder's comments that the area had been flooded. At the time of his inspection normal moisture content was recorded. The surveyor commented that no photos of the leaking pipe were taken by the policyholder. He said he found this strange as the policyholder had

confirmed he was a surveyor, and so he expected him to understand the importance of evidencing the cause of any damage.

In his report the surveyor confirmed the solid oak floor had only slightly elevated moisture content. He said this would be expected in a kitchen environment. He also said there was no signs of “*cupping*” or warping in the wooden floor. He explained that such signs would be expected given the volume of water the policyholder had described pouring from the ceiling.

Admiral’s surveyor has referred to a plumber’s report that was provided after his inspection. However, he said this didn’t include photos of the leak to show the cause of the damage.

I’ve looked carefully at the photos attached to the surveyor’s report. These show the plasterboard that was removed. Most of the boards shows no sign of water damage. The same can be said for the oak flooring. There is no obvious sign of water damage such as warping of the floor or kitchen units. The moisture readings also support the view that the flooring hadn’t been damaged by an escape of water.

When the surveyor’s report was received by Admiral on 4 February 2025, it arranged for this to be reviewed given the concerns raised. The decision was made to continue with the claim. But the notes specify that Miss R must evidence any damage caused by the escape of water for cover to be provided. Around a week later the records say Miss R was asked to provide a plumber’s report and evidence of the damaged ceiling. The records show Miss R made contact to query why she as being asked about the roof of her house. I understand Admiral had referred to the roof in error. The notes show that it apologised for this miscommunication.

The claim records show ongoing contact between Miss R, her partner, and Admiral whilst the claim concerns were considered. On 13 February 2025 a call record shows Miss R was offered £2,151.81 to settle the claim, after the £750 policy excess was deducted. A further £229 was added for a damaged air fryer. Miss R wasn’t satisfied with this offer. This is when Admiral proposed sending a flooring specialist to assess the damage to the oak floor. Having read online reviews for this specialist Miss R said she didn’t want it to attend. So, no further validation of the damaged floor took place.

The records show Mrs R provided quotes for the repairs she deemed to be claim related. She was told she could start the repairs but there was no guarantee that the settlement would increase.

On 20 February 2025 the claim records include details of a further review of the claim. Referring to the surveyor’s photos some low-level damage to kitchen plinths and end panels were noted. To verify what damage could be included in the SOW the notes says a loss adjustor must attend Miss R’s property. It was explained that this could be a joint meeting with Miss R’s contractors to confirm what repairs were covered. If this wasn’t agreed the records say that Admiral will need quotes that are broken down to show exactly what works are being completed. Additionally, it would require further photos to evidence the damage to the units and worktop. I can see this was discussed with Miss R. The notes say she felt Admiral had already had the opportunity to validate the damage. This would now be prejudiced as the repairs had begun.

I’ve thought about whether Admiral could reasonably have validated the further damage. I think it could have. It confirmed that its loss adjustor would look at the un-scoped damages, which were in the kitchen. This was well away from where the repairs had already begun. So validation was still possible. Admiral said that without further scoping works it could not increase the settlement payment. I think this was fair. As discussed, Miss R must cooperate with Admiral’s validation process.

The claim records say that Miss R had a “*condition report*” from a chartered surveyor relating to the kitchen. I can see this was requested. However, it wasn’t provided as Miss R said it would cost her money to do so.

The records show the settlement was subsequently increased by £166.38. Admiral has explained that this was for the extractor fan unit.

The records show that Miss R continued to dispute the settlement offered for her claim. A note dated 27 March 2025 sets out further comments by Admiral’s claim handler. Namely that the evidence doesn’t support the flooring was damaged because of an escape of water. It said the only evidence of damaged flooring is located under the washing machine and sink. The note said this damage had been ongoing for some time. This was evident as the area was black, yet the flooring in front of the washing machine showed no signs of splitting, curling or lifting. Admiral has explained that the damage in this area is likely due to a historic leak from the washing machine or possibly the sink.

On 2 April 2025 the records show a final offer for £3,771.81 was made to Miss R. Admiral confirmed that this included an amount for VAT and, “*a 10% uplift as per BRN rates*”. The business explained that this relates to what it would pay its “*building repair network*” for the repairs. It was at this time that the additional payment for £870 was confirmed to Miss R.

Admiral has provided its costing information to show what was included in its final settlement payment. This aligns with the damage that had been validated.

I acknowledge Miss R’s view that damage to the flooring, kitchen units and worktops had already been identified by Admiral’s surveyor. But I don’t think this is an accurate reflection of the surveyor’s findings and it isn’t supported by the photos I’ve seen. Damage to these areas hadn’t been validated. Rather the surveyor had identified concerns that the claim had been exaggerated. In these circumstances I don’t think it was unreasonable for Admiral to request access to allow validation of the losses claimed. Miss R didn’t agree to allow access. This meant Admiral was unable to validate any further loss and so declined to increase its settlement offer. I don’t think this was unreasonable.

The final settlement has increased and it’s fair that Admiral pays interest for the delay in this paying. It has agreed to do so. I also think it was fair to pay compensation for the communication issues it highlighted with the second policy excess fee and because the initial settlement offer was too low. But I’m satisfied this does enough to address these points fairly.

Miss R didn’t agree with Admiral’s costing of her claim. But I think it has clearly evidenced the claim costs that could be validated. Miss R didn’t allow access for further validation to take place. In these circumstances I think Admiral acted fairly when providing the settlement it did. This was based on what it would pay its suppliers to complete the repairs, which aligns with its policy terms and conditions.

Having considered all of this I don’t think Admiral treated Miss R unfairly in offering the settlement it did for her claim. It’s reasonable that it provided interest and a compensation payment for the reasons I’ve explained. But I can’t fairly ask Admiral to do anymore.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss R and Mr T to accept or reject my decision before 22 March 2026.

Mike Waldron
Ombudsman