

## The complaint

Mr and Mrs H complain that Admiral Insurance (Gibraltar) Limited hasn't offered a fair amount to settle their home insurance claim.

## What happened

Mr and Mrs H made a claim following a slip in the shower, which resulted in damage to their shower tray and shower screen. Admiral offered to repair the shower tray, but Mr and Mrs H were unhappy with the proposed repair solution. Therefore, Admiral offered to settle their claim for £455.59 (£805.59 less the £350 policy excess), which is the amount Admiral thought it could complete the repairs for.

In February 2024, Admiral responded to Mr and Mrs H's complaint. Admiral acknowledged it wasn't guaranteed the shower tray repair would have been successful, so it offered a further £188.86. Admiral said the additional £188.86 covered the cost of the replacement shower tray as per Mr and Mrs H's invoice.

In June 2024, Mr and Mrs H made a further complaint, and in November 2024, Admiral increased its offer by a further £455.59. This was based on Admiral's updated scope of works. So, Admiral offered to pay a further £666.10 in total (£188.86 + £455.59), which brought the claim settlement offer to £1,471.69 (less the £350 policy excess).

Mr and Mrs H remained unhappy, so they brought their complaint to our service. One of our investigators thought the settlement should be increased slightly. Admiral agreed, but because Mr and Mrs H didn't, their complaint was passed to me to decide.

I issued a provisional decision explaining that I intended to uphold the complaint. In my provisional decision, I said:

*"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*The policy terms allow Admiral to settle Mr and Mrs H's claim by repairing and/or replacing the damaged items, or by cash settlement for the amount it would have cost Admiral to do so. However, the repair or replacement must be on a like-for-like basis, and the cash settlement must reflect the works required.*

*I understand Mr and Mrs H were, following their own research, doubtful about whether the proposed repair to the shower tray would be successful, and this, at least in part, was a reason they went ahead with replacing the shower themselves.*

*In any event, Admiral has since confirmed to our service that the shower tray would always need to have been replaced anyway, due to the shower screen needing to be replaced. So, I don't find Admiral's initial approach of repairing the shower tray to have been reasonable, and had Admiral recognised the need to replace the shower tray, Mr and Mrs H may have been more open to Admiral completing the works, or at least, a fairer cash settlement is likely to have been offered*

*Admiral explained the reason the shower tray always needed to be replaced was because finding a shower screen to fit the existing shower tray would have been almost impossible given the existing products are no longer made and curved walk-in showers are now impossible to find. This explanation is consistent with Mr and Mrs H's submissions.*

*So, what I need to decide here is, bearing in mind the above, whether Admiral's cash settlement offer of £1,471.69 was fair.*

*I've reviewed Admiral's scope of works which it used to calculate its latest cash settlement offer. The scope is based on repairing the shower tray, rather than replacing it. Whilst the amount in the scope for repairing the shower tray is more than the cost of Mr and Mrs H's replacement shower tray, the scope doesn't provide an allowance for the additional work likely required when replacing a shower tray. Such work as replacing wall tiles damaged during the removal of the shower tray or reconfiguring plumbing and flooring due to the different dimensions of the new shower tray and screen.*

*The two amounts in the scope for replacing the shower screen are also less than the cost of Mr and Mrs H's replacement shower screen. I've not seen anything that leads me to believe they haven't replaced on a like-for-like basis, or they were unreasonable with their chosen replacement. Rather, they purchased the replacement shower tray and screen from the same retailer the original items were purchased from.*

*Finally, Admiral's cash settlement offer excluded VAT. However, Mr and Mrs H's quotes and invoices are inclusive of VAT, so it's not clear why Admiral didn't include the VAT amount from its scope.*

*In conclusion, I'm not persuaded Admiral's latest offer reflected the cost of the replacement shower tray and screen or the works likely required. So, I don't consider the offer to be fair.*

*I've also reviewed Mr and Mrs H's quotes and invoices. As noted above, I accept the shower tray and shower screen were replaced on a like-for-like basis, as far as reasonably possible, given the original items were no longer available. Their costs were £1,285.99. However, this includes £233.24 for a new shower head and ceiling dropper. I can understand why they chose to replace their shower fittings at that time, but unless they were damaged in the incident, the items aren't covered. Therefore, I intend to decide Admiral should cover £1,052.75 of Mr and Mrs H's replacement shower costs (£1,285.99 - £233.24).*

*Turning to the work, Mr and Mrs H paid £6,585. I accept those costs are relatively significant. I also accept Admiral could likely have completed the work for less and there may be some betterment in terms of the works and materials chosen. But equally, the works within the quote are well-described and they don't, on the face of it, seem unreasonable given the challenges of fitting a shower tray of different dimensions.*

*Given what I've said above about how Admiral initially approached the claim and given I'm not persuaded Admiral's cash settlement offers were reflective of the work that was likely required or fair, overall, I'm persuaded Admiral should now settle Mr and Mrs H's repair invoice.*

*So, I intend to decide Admiral should settle the claim for £1,052.75 (the replacement shower tray and screen) + £6,585 (the works) - £350 (the policy excess) = £7,287.75.*

*Admiral would also need to add 8% simple interest on the outstanding amount from the date Mr and Mrs H paid the invoices to the date of settlement. The outstanding amount is £7,287.75, less any claim settlement sums paid so far.*

*I also intend to award Mr and Mrs H £250 compensation for the upset and frustration caused by Admiral's handling of their claim, which was made in June 2023. This is in addition to the £100 compensation Admiral previously paid for its handling of Mr and Mrs H's complaints (which doesn't form part of the complaint I'm considering here)."*

Mr and Mrs H accepted my provisional decision. However, Admiral hasn't responded and the deadline to do so has now passed

### **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.

Neither party has provided further comments or evidence for me to consider. Having reconsidered the information that was previously provided, I've reached the same conclusions I reached in my provisional decision, for the same reasons.

### **My final decision**

I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to:

- Settle Mr and Mrs H's claim for £7,287.75.
- Pay 8% simple interest on the outstanding amount, from the date Mr and Mrs H paid the invoices to the date of settlement.
- Pay Mr and Mrs H a further £250 compensation.

If Admiral considers it's required by HM Revenue & Customs to deduct income tax from any interest paid, it should tell Mr and Mrs H how much it has taken off. If requested, Admiral should also provide them with a certificate showing the amount deducted, so they can reclaim it from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H and Mrs H to accept or reject my decision before 5 March 2026.

Vince Martin  
**Ombudsman**