

The complaint

Mrs R has complained about her contents insurer Admiral Insurance (Gibraltar) Limited because it has declined her claim for water damaged items. She is also unhappy with the service it provided when considering her claim.

What happened

Mrs R moved into her home in July 2024. She noted it felt humid. Her contents became water damaged. She believed a dishwasher had leaked, causing water to be trapped under the floor, causing the flat to be humid. She bought a dehumidifier and left doors and windows open for ventilation. She made a claim to Admiral and instructed a surveyor.

The surveyor completed two assessments on the property. And Admiral sent a loss adjuster who also completed an assessment. Mrs R wasn't happy with the loss adjuster's conduct and it took quite some time for Admiral to receive and then share his report. Despite Mrs R's surveyor's reports, Admiral declined the claim. Mrs R complained.

Admiral was satisfied that the available evidence supported its decline of the claim. It acknowledged though that there were issues with getting the report. It said it couldn't say what had happened during the loss adjuster's visit, but it noted Mrs R had been upset. It said it would pay a total of £200 compensation. Mrs R remained unhappy and complained to the Financial Ombudsman Service.

Our Investigator thought Admiral had reached a fair and reasonable decision on the claim. He thought Admiral had reasonably acknowledged there were some service failings and paid fair compensation to make up for any distress and inconvenience caused. So he did not uphold this complaint.

Mrs R said she disagreed. She said she did not understand how Admiral could acknowledge poor conduct of its loss adjuster and still decline the claim. She said the loss adjuster had lied and been incompetent. For example, she said, his report recorded that her microwave had been disposed of it, but it clearly featured in the included photos. Mrs R said the loss adjuster never looked in her utility room at her washing machine or the waste pipe where gallons of water had leaked from. She asked for an Ombudsman's 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.

I understand that this is an upsetting situation for Mrs R – that many of her items have been damaged, including flooring she had fitted in the property. However, having reviewed all of

the available evidence I'm satisfied Admiral has made a fair and reasonable decision on the claim and paid fair and reasonable compensation for its service failings.

I know Mrs R has been upset by Admiral's loss adjuster. I know Admiral spoke to the adjuster – although it hasn't shared any detail about the outcome of that conversation. The difficulty for Admiral and me in this is that we weren't in attendance at the meeting and it is very common for two different people to have entirely opposing views on the same set of circumstances. That doesn't mean that either one is remembering things incorrectly. Nor does it mean that either necessarily acted unreasonably. Without being there, and without any independent corroborative evidence, it's simply not possible to reasonably conclude what most likely happened. So whilst I know Mrs R thinks the loss adjuster acted unprofessionally, there's simply not enough evidence to satisfy me that is most likely in this case.

That said, Admiral had acknowledged that Mrs R was upset by the encounter. It has also acknowledged some delay and an administrative issue with getting the report to Mrs R. It has paid £200 in total as compensation for distress and inconvenience caused. Which I'm satisfied is fair and reasonable.

I can see Mrs R thinks Admiral accepted there was poor conduct by its loss adjuster. I'm not really persuaded that is what Admiral said. But, viewing this from Mrs R's perspective, I can see why she's unsure how it could, in light of its loss adjuster's poor conduct (in her view), reasonably maintain its claim decline. And I can also see that whilst the adjuster's report does say a microwave had been disposed of, the report's photos do clearly show a microwave in the kitchen. There might well be a plausible explanation for that – but I note none is given in the report. The difficulty for Mrs R though is that even if I discount the loss adjuster's report altogether, the other available evidence does not suggest that Admiral's decline was unfair or unreasonable.

As our Investigator explained, it is up to the policyholder, in the first instance, to show they most likely have a claim covered by the policy. Here Mrs R thought she'd had a leak from her dishwasher. Something like that would often be covered by a home contents insurance policy. But this claim was somewhat unusual in that Mrs R didn't note a flood from the dishwasher, she noted the effects of humidity on things like furniture and then worked backwards, realising she'd had a problem with the dishwasher at around the time she thought she had started noticing the effects of high humidity. So without a firsthand account of water having emitted from the dishwasher, other available evidence has to be considered to 'test' whether Mrs R's view of what caused the damage is most likely to have caused it.

Mrs R's surveyor first viewed the property and completed a report in September 2024. He found the property had no signs of damp or humidity – although acknowledged the property had been well ventilated and cleaned before his arrival, with a dehumidifier in use. He acknowledged water could become trapped in the sub-floor – but in the area of the kitchen drainage he found the floor to be dry. He noted no major water damage to the kitchen plinths. He said it was "feasible" the dishwasher was a contributory factor to the high humidity being experienced by Mrs R.

In his second report he noted Mrs R had advised that the "alleged problems became apparent on or around the time that the previously un-used dishwasher was put through a cycle". Prior to this visit, upon the surveyor's request the property had not been ventilated. The surveyor carried out some further floor investigations, again finding a location near to the dishwasher to be "entirely dry". He concluded the only logical explanation was that there had been a leak from the dishwasher and that any escaped water had since dried. He said this theory was supported by the fact Mrs R hadn't experienced any issues before the dishwasher was used.

What I take from these reports is that the surveyor, having ruled out a number of causes of potential sources of water, determined the only possibility left was that the dishwasher, as reported by Mrs R, was the cause of increased humidity levels in the property. Yet the visual evidence gathered by that same surveyor doesn't seem to support the presence of any built-up water source.

I'm aware that some packaging material was found in a waste pipe – which was believed to have been left in the dishwasher, which reportedly caused it to leak on its first use. But if that were the case, I'd expect the surveyor to have found some evidence of damp/water marking in and around the kitchen, including to the flooring around the drainage serving the kitchen. And he didn't.

Rather, I find, the surveyor's conclusion is based on what he didn't find and the circumstantial theory of what Mrs R had told him. As such, I don't find the reports persuasive evidence of Mrs R's dishwasher having leaked causing an issue of humidity at the property which in turn caused damage to her belongings and fittings of the property. I'm satisfied that Admiral reached a fair and reasonable decision when it declined the claim for damaged contents items.

My final decision

I don't uphold the complaint. I don't make any award against Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 24 March 2026.

Fiona Robinson
Ombudsman