

## **complaint**

Mr H complains Admiral Insurance Company Limited (“Admiral”) has delayed repairing ongoing “snagging” issues in his property following a claim on his home insurance policy in 2017. He says it’s been going on for too long. Any reference to Admiral includes its agents.

## **background**

Mr H has a home insurance policy which covers his building and contents. It also provides home emergency cover at an extra cost. In August 2017, Mr H reported an escape of water from a leaking pipe. Admiral accepted the claim and following some delay, drying out and reinstatement works started in February 2018. During this time, Mr H and his family were staying in alternative accommodation. In April 2018, they were able to move back home.

The following month, Mr H contacted Admiral about snagging issues he’d identified. This included cracks in the walls, uneven flooring and delamination of the bath panel. Admiral’s internal notes suggest there were ongoing conversations between Mr H, the contractors and itself over the next few months but it was attending to the snagging issues at the same time. In January 2019, Mr H said the works still weren’t complete and as he was unhappy, he raised a complaint.

Admiral accepted it had delayed dealing with the snagging issues for nine months. And it arranged for its supplier (“S”) to visit the property to comment on the outstanding work. As a result of this visit, Admiral didn’t agree it needed to do any further work on the property. It said the issues Mr H had raised were caused by normal movement in the house or was within acceptable allowances. Admiral also didn’t think the problem with the bath panel was its responsibility as it was fitted by its contractor but arranged directly by Mr H.

Unhappy with Admiral’s response, Mr H asked our service to look into things. Our investigator upheld the complaint. He was satisfied there were still ongoing issues that Admiral needed to put right. Admiral didn’t agree, so the complaint was passed to me to reach a decision. In the meantime, in September 2020, Admiral arranged for another surveying company (“R”) to look at the problems Mr H had raised. It’s now told me R thought some of the problems were linked to the repairs done under the policy. So it’s instructed S to start remedial works. But this work hasn’t started yet.

Admiral’s explained the delay in works starting was initially caused by S and now it’s identified a further issue which needs to be reviewed for liability to be decided. It accepts Mr H has been in contact more often due to the delays but it doesn’t think he’s been in touch as often as he says he has (around 100 times). And it says it’s always responded quickly.

I issued a provisional decision on this complaint in March 2021. I thought the complaint should be upheld in summary because I thought:

- Mr H had contacted Admiral about the snagging issues nearly three years ago. And it had been another five months since R had visited the property and highlighted further work Admiral needed to do due to the standard of the initial repairs.
- S had carried out its role on Admiral’s behalf – so it was responsible for any delays caused by S.

- Admiral had several opportunities to investigate things before it did. And it would've been reasonable for it to have instructed a different company to look at the problems earlier.
- Mr H wouldn't have felt listened to and I was persuaded he would've experienced significant frustration, upset and worry considering how long things had gone on for.

To put things right, I thought Admiral should pay Mr H a further £1,000 as compensation on top of the £400 it had already paid. I also expected Admiral would handle Mr H's claim promptly and fairly. And I thought it should give him regular and meaningful monthly updates on his claim until it's settled.

I asked both parties to make any further comments before I reached my final decision. Mr H said in summary:

- He and his family are currently living separately because no suitable alternative accommodation has been found.
- Further issues (damp patches) have been identified. He thinks these are as a result of the initial repair work as it was rectified by Admiral previously but has now reappeared. Mr H's worried he might have to cover the cost of resolving this.
- He and his family have been inconvenienced by what's happened – they have had to take time off work to pack up their belongings and it's impacting his daughter's studies.

Admiral initially said it had no further comments to make. But I asked it for further information following Mr H's comments. In response, it said:

- It did offer Mr H alternative accommodation, but he decided to live separately from his family as he didn't want to be separated from his dog. It can't accommodate every customer's needs, but it will offer Mr H a disturbance allowance as an alternative.
- It doesn't agree the further issues identified are connected to the original claim or the repair work carried out. And it says Mr H hasn't given evidence to show it's related. But it's investigating the cause of the problem and will contact Mr H afterwards. Admiral also sent me a chain of emails between it and S to show this.

I emailed both parties on 16 March 2021 to explain I'd changed my provisional decision. I thought the complaint should be upheld but Admiral should do slightly more than I'd previously thought. In summary I said:

- I thought it must be difficult for Mr H to live separately from his family. But this seemed unavoidable as there were no alternatives to accommodate his family and his dog.
- I didn't think it was unusual for insurers to pay a disbursement allowance while policyholders stay with family or friends. So, I thought Admiral should backdate the payment to cover the whole time Mr H and his family had been away from home.

- If Mr H found suitable alternative accommodation for him and his family to stay together, I thought Admiral should cover the reasonable cost of it.
- Whilst I understood Mr H's family had been inconvenienced by what's happened, I could only consider the inconvenience Mr H has suffered as he's the policyholder. And I thought the amount of compensation I'd suggested was enough to make up for this.
- I thought the issue Mr H had raised about the damp seemed to be a separate issue from the ongoing complaint I'm looking into. So, I thought it was sensible for Admiral to continue investigating the cause of it and Mr H could raise another complaint if needed.

Admiral didn't respond to my updated provisional decision by the deadline. Mr H said he didn't accept the alternative accommodation suggested by Admiral as two were unsuitable due to their location – and none of the properties had garden space for his dog. He's explained he can't leave his dog because he did so when his property was undergoing the original repairs and his dog became very unwell – possibly due to the separation. And he doesn't want to risk his dog's current health or cause him discomfort. Mr H also explained the contractors have now discovered the drain for the washing machine hadn't previously been connected properly following the repair works. So, waste water hadn't been draining correctly which caused a foul smell for some time.

### **my findings**

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

I've thought carefully about the comments both parties have made in response to my provisional decisions. And I think the complaint should be upheld.

I understand Mr H's explanation of why none of the alternative accommodation was suitable for him and his family. But it seems to me Admiral has made a reasonable effort to provide alternative accommodation for Mr H. And I accept it hasn't been able to find anything suitable in this case. So, I'm satisfied it's fair for Admiral to pay Mr H the usual disbursement allowance it would pay when policyholders are staying with family or friends. Alternatively, if Mr H is able to find suitable alternative accommodation, I think it would be fair for Admiral to cover the reasonable costs of this.

I know Mr H has had further problems with his property which he's told our service about. But it seems Admiral is currently working on investigating and rectifying these issues which is what I'd expect. And considering everything he's been through and the ongoing problems he's had, I'm satisfied the compensation I've suggested in my provisional decision – a total of £1,400 – is enough to make up for what's already gone wrong.

So, overall having looked at the responses I've received, I haven't changed my conclusions set out in my provisional decision.

### **putting things right**

To put things right, Admiral should:

- Pay Mr H a further £1,000 as compensation for the trouble and upset it's caused him due to the delays up to the date of my final decision. That means it would have paid him a total of £1,400 as it's already paid him £400.
- Pay Mr H the disbursement allowance for him and his family – this should be backdated to cover the entire time they've been unable to live in their home due to the ongoing problems.
- If Mr H is able to find suitable alternative accommodation for him and his family to live together whilst works are ongoing, Admiral should cover the reasonable costs of this in line with the policy terms and conditions.
- Deal with Mr H's claim promptly and fairly. And in the meantime, give Mr H regular and meaningful monthly updates on the progress of his claim until it's settled.

### **my final decision**

For the reasons I've given, I uphold Mr H's complaint and direct Admiral Insurance Company Limited to put things right by doing what I've said above. Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 25 April 2021.

Nadya Neve  
**ombudsman**