

The complaint

Mr W has complained about the poor service he received from his insurer Admiral Insurance (Gibraltar) Limited. Mr W made a claim for water damage under a home buildings insurance policy he shares with Mrs W.

Any reference to the insurer Admiral in my decision includes its agents acting on its behalf.

What happened

In November 2023 Mr W reported a leak under the kitchen, which caused significant damage to their home.

Mr W raised a series of complaints about Admiral's handling of the claim, which Admiral responded to in April 2024 and June 2024.

Admiral upheld Mr W's complaints and paid him £300 and £700 compensation respectively for the distress and inconvenience caused. £50 of this award was to reimburse Mr W for Trace and Access costs. Admiral had previously reimbursed Mr W for Trace and Access costs in part, but deducted £50 from the invoice he provided. On reviewing Mr W's complaint, Admiral agreed to repay the deduction.

Mr W asked us to look at his complaints. It seems our Investigator relied on only the second final response from Admiral in June 2024. And so he said Admiral had paid £700 compensation in total.

The Investigator recommended Admiral increase the award to £900 to reflect the distress and inconvenience caused between November 2023 and June 2024.

Admiral pointed out that it had paid a total of £1,000 compensation to reflect the same period.

Mr W didn't accept the Investigator's recommendation in any event and wants an ombudsman to decide.

So the case 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.

There's no dispute between both parties that Admiral and its agents have provided a significant poor service in progressing Mr W's claim. During this time, Mr W and his family have lived in their home which has been very disruptive. I see Admiral has paid a disturbance allowance during this period.

It's clear that Mr W has spent many hours chasing Admiral and its agents for an update on his claim, but has not received updates or call backs when promised. The period of time before works began is significant, being over six months.

The awards we give for compensation for distress and inconvenience are modest. When making a claim, particular one such as flood or fire, it will inevitably mean considerable disruption and stress for anyone. Unfortunately, this is unavoidable.

I've looked at Admiral's actions as the insurer and how its poor service has contributed to what would already be a difficult period for Mr W and his family.

Admiral's compensation award of £950 sits within the range we consider a fair award for significant distress and inconvenience, impacting on daily life over a period of many months, maybe up to a year. I think in line with our approach that what Admiral has already paid is within the range, and a fair outcome to Mr W's complaints about the service he received between November 2023 and June 2024.

I understand Mr W disagrees. And I've no doubt that the impact of the handling of the claim has been significant on him and his family. But I think Admiral has paid a fair award to resolve it up to June 2024. So I'm not asking it to pay any more.

The Investigator recommended an award of £900, and as Admiral has already paid more than this amount to resolve the complaint, this means Admiral has paid broadly what we would have asked it to do.

My final decision

My final decision is that I don't uphold this complaint. The compensation award Admiral Insurance has already paid totalling £950 for the distress and inconvenience it caused is a fair and reasonable outcome.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W and Mrs W to accept or reject my decision before 13 January 2025.

Geraldine Newbold
Ombudsman