

The complaint

Mr S has complained about the way Admiral Insurance (Gibraltar) Limited dealt with a claim he made for storm damage to his home.

Mrs S is representing Mr S in the complaint.

What happened

Mrs S reported damage to their home in December 2021 following a named storm.

Between May 2022 and October 2022 Admiral responded to complaints Mrs S raised.

It upheld her complaints about failing to provide updates, providing a poor service, and not dealing with the claim as well as it should have. It paid a total compensation amount of £1,050 during this time.

Mrs S remained unhappy as she said Admiral hadn't properly considered her claim for the damaged shed, for contents and damaged windows.

Our Investigator thought the compensation Admiral had paid was fair for the distress and inconvenience caused. And he thought the cash settlement for a replacement shed at £2,002.48 (minus the excess) was fair.

He thought Admiral should cover the claim for a damaged lawnmower - which Admiral had rejected - as the policy provided cover for domestic gardening equipment in the policy wording.

Admiral told the Investigator it would replace the lawnmower subject to Mrs S providing quotes for a like for like replacement.

Mrs S remained unhappy as Admiral had failed to reimburse her for the costs to replace two windows and beading, consider her claim for contents from the shed that were damaged, or pay her a settlement for the shed damage.

Admiral didn't respond to the Investigator's request for confirmation on the above points. 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.

It's clear that the handling of this claim by Admiral and its appointed Loss Adjuster has been unreasonable. Mrs S provided a quote for replacement windows two weeks after submitting her claim in December 2021 - but as far as we are aware Admiral hasn't met this part of her claim despite agreeing it would on 20 March 2022 when responding to one of Mrs S's complaints.

Admiral initially declined Mrs S's claim for a replacement shed - and agreed to cover only the repairs to the roof. But Mrs S was unable to get the roof repaired - and so Admiral has agreed to meet the costs to replace the shed. I think the settlement it has offered for a replacement shed is fair.

If Admiral hasn't already done so, it should prioritise considering Mrs S's claim for the remaining contents. This issue has been outstanding despite Mrs S providing Admiral with photos and an itemised lists of damaged contents.

Admiral has paid Mrs S a total of £1,050 compensation for its delays and poor service in the handling of her claim. I think it's clear that the claim could have been resolved much sooner - but I think the compensation is within the range we would award for the poor service and the length of time the poor service has gone on for - up to 27 October 2022.

My final decision

My final decision is that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to do the following:

- Settle Mrs S's claim for a replacement shed by paying a cash settlement of £2,002.48 (minus the excess due under the claim).
- Settle Mrs S's claim for replacement damaged windows and beading in line with the estimate provided in December 2021. If Mrs S needs to obtain a revised quote due to the time that has passed, Admiral should meet the reasonable costs of the updated quote as the delay isn't Mrs S's fault.
- Prioritise the consideration of Mrs S's claim for the remaining contents including replacement costs for the lawnmower. Within this part of the claim Admiral should put Mrs S back in the position she would have been in before the damage took place. So this includes any dismantling and removal of debris.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 August 2023.

Geraldine Newbold
Ombudsman