

The complaint

Mr A complains about Admiral Insurance (Gibraltar) Limited's handling of a claim he made under his home insurance policy.

Admiral is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agents. As Admiral has accepted it is accountable for the actions of the agents, in my decision, any reference to Admiral includes the actions of the agents.

What happened

In late 2022, Mr A made a claim under his home insurance policy with Admiral after a burst pipe caused damage to his property.

Mr A raised a number of concerns about Admiral's handling of his claim. He was unhappy about a delay in a loss adjuster visiting his property to assess the damage, as well as delays in installing drying equipment and assessing damage to his boiler. Admiral wouldn't agree to reimburse Mr A for costs such as electricity and the hire of skips and dehumidifiers until his claim had been validated.

Mr A says the information in the loss adjuster's report is inaccurate and the photograph on the front of it is of a different property. He says he was asked to provide information he'd previously provided to Admiral several times. And Admiral threatened to cancel his policy and decline his claim if he didn't agree to an interview with a second loss adjuster it had brought in to validate his claim.

Admiral didn't agree with all of Mr A's complaint points. It said it had appointed a specialist loss adjuster as part of its validation process and this visit was Mr A's opportunity to provide everything he believed was necessary relating to his claim including his timeline of events.

Admiral acknowledged delays in visiting Mr A's property to assess the damage, installing drying equipment and assessing his boiler. It also acknowledged that its communication with Mr A could have been better. In a final response letter dated 12 July 2023, it said it would be sending Mr A a cheque for £1,300, which included £1,250 for distress and inconvenience.

Mr A remained unhappy and asked our service to consider his concerns. Our investigator didn't think Mr A's complaint should be upheld. He thought it was fair for Admiral to require further information to validate Mr A's claim and he should have been able to return his signed statement. He thought Admiral had appropriately compensated Mr A for poor service.

Mr A disagreed with our investigator's outcome. He said the investigator had failed to take into consideration that Admiral had offered him almost £1,500 in compensation. He commented that our investigator hadn't asked him to get a letter from his doctor confirming how stress had impacted his health.

Mr A also commented that our investigator hadn't taken where he was living now, the strain on his relationships and his mental health into consideration. He said he hadn't taken into consideration photo evidence of the wrong house and Admiral was looking at the wrong

house for six months. He hadn't questioned why Admiral was accusing Mr A of harassment or the code of conduct of its members of staff.

As Mr A disagrees with our investigator's outcome, his complaint 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.

Having done so, I've decided not to uphold Mr A's complaint. I'll explain why.

I've considered everything Mr A has told our service, but I'll be keeping my findings to what I believe to be the crux of his complaint. I wish to reassure Mr A I've read and considered everything he has sent in, but if I haven't mentioned a particular point or piece of evidence, it isn't because I haven't seen it or thought about it. It's just that I don't feel I need to reference it to explain my decision. This isn't intended as a discourtesy and is a reflection of the informal nature of our service.

To be clear, in this decision I have only considered matters Mr A has complained of up until Admiral's final response letter of 12 July 2023. I'm aware that Mr A has brought another complaint to our service about Admiral's actions after this date. This will be considered separately.

Validation of claim

For escape of water claims the policy's terms and conditions exclude cover for *"loss or damage caused while your home is unfurnished or unoccupied."*

Mr A says he was living in the property when the escape of water incident occurred. However, Admiral has noted discrepancies in some of the information he provided. So, it asked for further information from Mr A to validate his claim.

Mr A says Admiral repeatedly asked him for documentation he'd already provided. He says it told him the claim had been validated but it later told him it had failed before telling him it had passed and then failed again.

I can see that Admiral asked Mr A for completion date documentation for his property along with a council tax and utility bill. A few weeks later Admiral has noted Mr A had a dispute with the council over the property being noted as unoccupied and this had been resolved. Admiral requested proof of this which Mr A agreed to send in. A couple of weeks later, Admiral noted that the council tax bill wasn't acceptable because it had long term unoccupancy noted, which meant it didn't confirm his residency.

Admiral says further information Mr A provided was validated by its underwriting team and he was told his claim would be released back to his claims handler. However, after this the claim was passed back to Admiral's claims validation team for a further review.

This was no doubt frustrating for Mr A. However, Admiral has apologised for not explaining the process properly and for any confusion caused. It appears to have considered this in its award for compensation.

From what I can see, Admiral decided to instruct another loss adjuster to carry out an interview with Mr A in order to try to validate his claim. However, Mr A wouldn't agree to sign a statement relating to the interview.

Admiral's claims procedure is set out in the policy's terms and conditions. This says:

"If you or your family are involved in any type of claim or loss, you must:

- tell us about the matter as soon as possible*
- give us all the information we reasonably need about the claim, including a crime reference number or loss report number (if appropriate)...*
- co-operate with our investigation...*

We are entitled to:

- ...*
- Appoint loss adjusters or other experts, inspect damage, and arrange for repairs or replacements, and*
- Ask you to get estimates for repairs or replacement items."*

I haven't been provided with a copy of what Mr A was asked to sign. Mr A says it was to verify what he'd said in the recording of the interview. However, Mr A was reluctant to sign this without seeing a transcript of what he'd said or receiving the recording.

Admiral says a full copy of Mr A's statement was sent to him in May 2023, but it told Mr A the rest of the report or transcript would not be provided to him as it contained business sensitive information.

Admiral doesn't appear to have been able to validate Mr A's claim with the information he'd provided. I don't think it was unreasonable for it to decide to interview Mr A in order to establish whether or not he was entitled to claim under the policy. And I don't think it was unreasonable for Admiral to require Mr A to sign a statement confirming what he'd said in the interview to be accurate.

To be clear, I haven't considered whether or not Admiral's decision to cancel Mr A's policy and decline his claim was fair as these actions are beyond the scope of this complaint.

Delays and communication

Admiral has apologised for delays in visiting Mr A's property to assess the damage, installing drying equipment and assessing his boiler.

Admiral has noted that Mr A raised concerns about the property being left damp around ten days after the incident. He was told there was a surge in demand at the time. From what I can see the first loss adjuster's visit took place more than three weeks after the incident and it took around two months for drying equipment to be installed.

Admiral has acknowledged that it didn't communicate with Mr A as well as it should have. It says there were numerous times when emails weren't answered, and call backs were promised but not carried out.

Mr A also raised concerns when he found that the photograph on the front of the loss adjusters report was of a different house. He's suggested his complaint about this affected Admiral's decision regarding the acceptance of his claim.

Admiral has acknowledged that the report contained an incorrect image of the front of the property. It says this had no bearing on the claim but upheld this part of Mr A's complaint in recognition of its error.

It's unclear how the wrong photograph ended up on the front of the loss adjuster's report. I can understand why this gave Mr A the impression that Admiral had been looking at the wrong property when considering his claim. I can also appreciate Mr A's frustration that this error hadn't been noticed prior to him pointing it out. However, I've considered the impact of this on Mr A in the amount of compensation I think is fair for distress and inconvenience.

Mr A has made us aware of an eye condition he's been receiving treatment for. He says the stress and anxiety he's experienced as a result of how Admiral has dealt with his claim has caused him to have further issues with his eye.

While I haven't seen sufficient evidence to conclude that Admiral's handling of his claim is the cause of Mr A's eye condition, I do understand this has been a stressful situation for him. However, in its final response letter of 12 July 2023, Admiral said it was sending Mr A cheque for £1,300 in recognition of its errors - £1,250 of this was for distress and inconvenience. This was in addition to some other payments it had previously made for distress and inconvenience in relation to Mr A's claim.

I've explained why I don't think Admiral has acted unfairly in respect of its attempts to validate Mr A's claim. I think that its communication with Mr A has been poor at times and it is also responsible for delays in progressing his claim. However, I think the amount Admiral has already paid Mr A sufficiently recognises the distress and inconvenience its poor service has caused to him. So, I don't require it to do anything further in relation to this complaint.

My final decision

For the reasons I've explained, I don't uphold Mr A's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 17 January 2024.

Anne Muscroft
Ombudsman