

## **The complaint**

Mr M has complained about the way Admiral Insurance (Gibraltar) Limited dealt with a claim he made under his home insurance policy for damage caused by an escape of water.

## **What happened**

In October 2022 Mr M made a claim for water damage to his home. His insurer Admiral instructed an assessor to visit and identify the cause of damage.

Admiral declined the claim in full - but on second review accepted Mr M's claim in part.

In January 2023 Mr M complained to Admiral. He was unhappy with the delay in arranging for an assessor to visit his home. He didn't think it was fair for Admiral to apply its contractor rates to a quote for the agreed works in order to settle the claim. He said Admiral had quoted an incorrect excess amount to him. Mr M wanted Admiral to meet his claim in full.

In April 2023 Admiral agreed it had caused a delay in appointing a surveyor. It said this was due to a backlog it had at the time. For the delay it paid Mr M £100 compensation.

Outside of this delay, Admiral said it had dealt with Mr M's claim fairly and in line with the policy. It explained that it hadn't received a quote from Mr M for the agreed works - but for all of the works. So in the absence of an updated quote, it had reasonably offered a settlement which was in line with the assessor's scope of works (SOW).

Admiral couldn't find any evidence it had quoted the wrong excess fee to Mr M. As the quote for the SOW was a little over the correct excess due, Admiral said it would await Mr M's decision as to whether he wanted to claim against his policy. But it said it couldn't leave the claim open indefinitely.

Mr M remained unhappy and asked us to look at his complaint. Our Investigator thought Admiral had acted reasonably, so she didn't recommend the complaint should be upheld.

Mr M disagrees and so he wants an ombudsman 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.

Mr M's policy with Admiral says it will cover Mr M for damage caused by an escape of water. Admiral's cover is limited to the areas of Mr M's home where the damage was caused by the insured event.

Mr M claimed for damage to a spare bedroom ceiling and his hallway ceiling. He said both ceilings were damaged by a leak from a neighbour's bathroom above.

Following the assessor's visit, they concluded that none of the damage had been caused by a recent leak, but was old damage from a leak several years ago.

However, Mr M provided further information to challenge this decision - and on further review the assessor said the damage to Mr M's spare bedroom ceiling was valid. However, the

assessor remained of the view that damage to the hallway ceiling wasn't caused by a recent leak.

Mr M's daughter has provided a copy of a photo of the hallway ceiling she says she took the day after the leak. She says the reason why she took this photo was because there were new cracks which had appeared around the spotlight.

In Admiral's response to Mr M's complaint, it said that if Mr M provided evidence of a similar nature to the assessor's to show the damage to the hallway was caused by the recent leak, it would consider this. I understand Mr M has concerns about the reliability of the assessor's opinion, given they initially rejected his claim in full and then changed their mind.

However, I can see that the assessor noted there was a stone wall in between the spare bedroom and the hallway - being a reason why they didn't take the view that the damage to the hallway ceiling was caused by the same event.

I can't see that Mr M provided evidence from a suitably qualified professional to support his claim for the hallway ceiling damage. So I can't say that Admiral's decision not to include the hallway damage was unreasonable.

I haven't seen anything to show me that Admiral quoted an incorrect excess to Mr M for his claim. Under the policy, it says Mr M will need to pay an excess of £1,000 for this claim.

Mr M submitted a quote from a contractor for repair works which gave a total sum - so it wasn't possible to tell what the costs were for the agreed works and for the non-agreed works (the hallway). In May 2023 Mr M provided a word document with a breakdown of the works that have been completed to his home.

Admiral asked Mr M to provide an updated quote from his preferred contractor to exclude the damage to the hallway - as it wasn't covered under the claim. As it didn't receive one, it provided a settlement offer of £1,067.82. This was based on its commercial rates for the agreed works carried out by the assessor. As Admiral explained, the rates it pays is commercially sensitive information and so cannot be shared with customers. We aren't able to interfere with an insurer's commercially sensitive information about how much it pays approved contractors.

Mr M was given the choice to have an approved contractor carry out the agreed works. But in April 2023 Mr M told us he'd arranged for the works to be completed. He said it cost him £2,274 to have the works to the spare bedroom ceiling and the hallway done. He says the contractor told him that £290 of the total was for the repair works to the hallway.

Mr M contacted Admiral on 10 October 2022 to report the damage. According to Admiral's notes, it advised Mr M of the excess of £1,000 that would be due if he wished to claim. On 24 October 2022 Mr M advised Admiral he wanted to proceed with his claim.

The approved assessor attended Mr M's property on 8 November 2022. As Admiral accept it caused a delay and has paid a compensation award of £100 for this delay, I think it has been reasonable here. The compensation Admiral paid is in line with awards we give in similar circumstances.

I'm sorry to disappoint Mr M and I've no doubt that dealing with the damage from an escape of water has caused significant disruption and upheaval. But from what I've seen, I think Admiral dealt with Mr M's complaint in a reasonable way. This means I don't think it needs to do any more.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 August 2023.

Geraldine Newbold  
**Ombudsman**