

## **The complaint**

Mr B and Mrs B have complained about how Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim under a home insurance policy.

## **What happened**

Mr B and Mrs B contacted Admiral to make a claim for storm damage when they found damage to their roof. Admiral declined the claim because it said there weren't storm conditions. Mr B and Mrs B complained and Admiral later accepted there had been a storm and agreed to investigate the claim further and offered £75 compensation because of how it had dealt with the claim. It sent a company to assess the roof but said Mr B and Mrs B needed to provide a cause of damage report because a temporary repair had already been carried out to the roof.

Mr B and Mrs B told Admiral they couldn't provide a cause of damage report because the people who carried out the temporary repair weren't able to provide one. So, Admiral said it was unable to validate the claim. Mr B and Mrs B complained again to Admiral. Admiral said there had been issues with how it had dealt with the claim, including Mr B and Mrs B having to call for updates and that the surveyor made a mistake on the date of loss. However, it didn't agree that the loss adjuster had provided poor service or failed to progress the claim. It offered £250 for the phone calls, trouble and upset caused and the late response to the complaint.

When Mr B and Mrs B complained to this service, our investigator upheld the complaint. He said Mr B and Mrs B had only arranged the work themselves because Admiral declined the claim and it was understandable that the people who repaired the roof couldn't provide a report. So, our investigator said that, in the circumstances, Admiral should settle the claim.

Admiral didn't agree with our investigator's view on how the complaint should be resolved. It said it was reasonable to request a cause of damage report and that there were other possible causes for the issues with the roof. Our investigator replied to Admiral and explained again why he thought Admiral should settle the claim. He said a fair outcome was cash settling the claim, after the deduction of the policy excess.

Mr B and Mrs B had the work carried out on the roof. Our investigator sent the invoice for the work to Admiral to ask if it would now offer a settlement. Admiral maintained its position that it required a cause of damage report. So, the complaint was referred to me.

## **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 uphold this complaint. I will explain why.

When Mr B and Mrs B first raised the claim, Admiral declined it. Admiral later accepted that it could have done more to investigate the claim before making a decision. A couple of months

later, Admiral sent a surveyor to look at the damage, but a temporary repair had already been carried out. Admiral requested a cause of damage report from the people who did the repair. Mr B and Mrs B have said they are unable to provide one because the people who carried out the repair had done the work unofficially and it would put those people in a difficult position.

So, I've thought about this. I think it was reasonable that Mr B and Mrs B took steps to mitigate their loss by having a temporary repair carried out. When they did so, Admiral had already declined the claim and Mr B and Mrs B were paying for the repair themselves and with no expectation that Admiral would pay for the work. As they were paying for the work, it was up to Mr B and Mrs B who carried out the repair and they have explained to both Admiral and this service why the people who did the work were unable to provide a cause of damage report.

This made it more difficult for Admiral to validate the claim. However, it was Admiral that initially declined the claim. It later accepted that it should have done more to investigate the claim before deciding whether it could accept it. If it had investigated the claim properly at the beginning, it could have inspected the roof before Mr B and Mrs B carried out the temporary repair. So, in my view, Admiral's handling of the claim was a significant factor in the roof condition not being assessed before the temporary repair was carried out. It isn't now possible to obtain an assessment of the roof condition. I accept that it's normally for a policyholder to show they have a valid claim but, in the particular circumstances of this claim, I think Admiral's actions resulted in that not being possible. As a result, I think Admiral needs to settle the claim.

Regardless of whether it was going to cover the claim, I'm aware Admiral had some concerns about whether all of the work Mr B and Mrs B were claiming for was damage that formed part of the claim. Looking at Admiral's records, it previously suggested a settlement of about £670 would be reasonable. When Admiral looked at the claim again internally, it considered that it might be reasonable to increase the proposed settlement amount to about £1,000.

Mr B and Mrs B have now had the permanent work completed on their roof. They've provided the invoice for the work, which was for £1,080.00. So, having carefully thought about the full circumstances of this complaint, I think it's reasonable that Admiral should settle the claim and do so by paying Mr B and Mrs B £1,080 in full and final settlement. Admiral can deduct the excess from this amount, which Mr B and Mrs B agreed to pay when they took out the policy, if this hasn't already been paid.

I've also considered compensation. I think the amount Admiral offered as a result of the two complaints fairly responded to the issues. I don't require Admiral to pay any further compensation, as this amount is still in line with what I would have required it to pay having considered the full circumstances of what happened.

### **Putting things right**

Admiral should pay Mr B and Mrs B £1,080 to settle the claim. It can deduct the excess from the settlement.

### **My final decision**

For the reasons I have given, it is my final decision that I uphold this complaint. I require Admiral Insurance (Gibraltar) Limited to settle the claim for £1,080. It can deduct the excess from the settlement.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs B and Mr B to accept or reject my decision before 11 September 2023.

Louise O'Sullivan  
**Ombudsman**