

The complaint

Mr B's complained that Admiral Insurance (Gibraltar) Limited ("Admiral") didn't deal properly with a claim he made on his home emergency policy when his boiler stopped working.

What happened

In spring 2022 Mr B's boiler stopped working. His policy with Admiral included emergency boiler cover. So he contacted Admiral to make a claim under the policy.

Admiral arranged for an engineer to come and inspect the boiler and make temporary repairs. But the engineer concluded that it was beyond economic repair. Mr B told Admiral he didn't agree with that assessment. Admiral explained how he could challenge it.

Mr B contacted an alternative company I'll call G, who determined the boiler could be repaired and ordered the parts needed to do that. But G said they didn't do one-off repairs. So Mr B took out a one year policy for cover with them at a cost of £366.81 to have the boiler repaired under its terms.

Mr B sent the details of the policy with G to Admiral and requested reimbursement of this amount – which he said was cheaper than having a one-off repair done. When they received this, Admiral said Mr B had voided their contract by buying cover from G and they wouldn't continue to cover the boiler while G's policy was in force. And they said they wouldn't reimburse Mr B the costs of buying the second policy.

Mr B complained to Admiral, who didn't change their view of what had happened. So Mr B brought his complaint to us.

Our investigator considered it and concluded Admiral didn't need to do any more to resolve the complaint. He noted that the policy provided cover for temporary repairs – whereas the parts and work Mr B had done under his policy with G were a permanent repair. He noted Mr B's policy with Admiral said that the cost of permanent repairs may be at the policyholder's own cost – so Mr B hadn't incurred any additional costs as a result of anything Admiral had done.

Mr B didn't agree with our investigator's view. So I've been asked to make a decision.

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 that, I'm not upholding Mr B's complaint. I'll explain why.

I've read the terms of Mr B's boiler cover. It's clear that he was covered for emergency work which was necessary to temporarily repair damage, up to a maximum of £500.

When Mr B contacted Admiral because the boiler had stopped working, Admiral arranged for an engineer to inspect it. That's in line with the terms of the policy. The engineer assessed the boiler as being beyond economic repair.

I can't say that assessment was wrong. But Mr B suspected it was, because the engineer contacted him later and offered to supply and fit a replacement. So I understand why he expressed concerns to Admiral.

And I can see that Admiral responded to him promptly and told him what he'd need to do if he wanted to challenge their engineer's assessment. They told Mr B he'd need to:

- Appoint a tradesperson – at his own expense – to attend his property and investigate;
- Have the tradesperson prepare a report of exactly what work was needed to complete a temporary repair, including whether there was any faulty workmanship or misdiagnosis.

Admiral went on to say they may need to contact the tradesperson and they couldn't confirm whether Mr B would be reimbursed for the cost of doing this as, without the evidence mentioned, they'd have no reason to doubt what their engineer had reported to them.

I think that makes it clear what Mr B had to do if he wanted Admiral to question their engineer's diagnosis. But I don't think that's what he did. Rather, he contacted G to inspect the boiler.

Mr B provided Admiral with a copy of G's worksheet, showing that the engineer had serviced the boiler and ordered a replacement part. I've studied the worksheet. I can infer from it that the boiler may not have been beyond economic repair. Admiral have also noted this and have amended their record accordingly.

But there's no information in the worksheet about whether a temporary repair would have been possible when Admiral's engineer attended. I've noted the policy is clear that it's the policyholder's responsibility to pay for permanent repairs.

And I can't rely on what G's engineer has done, because the policy Mr B bought from them provides much wider cover than he had with Admiral, including – for example – an annual service and replacement of a boiler that can't be repaired. So it's possible that G did work under their policy which Admiral wouldn't have covered under theirs.

But I am satisfied that Mr B didn't provide the information Admiral set out to enable them to reconsider their own engineer's report. Admiral made clear that, without this, they'd rely on that – so I think it's fair they did so.

For that reason, I don't think Admiral need to contribute towards what Mr B has paid for his policy with G. Nor – as Mr B made a claim which they considered – do Admiral need to refund any premium he paid, or do any more to resolve Mr B's complaint.

My final decision

For the reasons I've explained, I'm not upholding Mr B's complaint about Admiral Insurance (Gibraltar) Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 15 September 2022.

Helen Stacey

Ombudsman