

## The complaint

Mr M complains about the repairs Admiral Insurance (Gibraltar) Limited carried out on his boiler following a claim on his home insurance policy.

References to Admiral in this decision include the agents who carried out the repairs.

## What happened

Mr M had a home insurance policy with Admiral that included boiler emergency cover.

In February 2022, Mr M reported a boiler leak to Admiral, saying he had no heating or hot water.

Admiral sent out an engineer, who reported a connection pipe leak and said various parts needed to be replaced. Admiral told Mr M the replacement parts would cost more than his policy limit of £500, so he would have to pay the excess if he wanted the boiler repaired. But Admiral also said it couldn't guarantee the repair would fix the problem or that other problems wouldn't be uncovered. Admiral said its recommendation was to replace the boiler (something Mr M's policy didn't cover) but the choice was Mr M's.

Mr M chose to have the boiler repaired, so a second engineer replaced the parts. But once he'd done this and pressured the boiler, he found a hairline crack in the heat exchanger mechanism. He said the boiler was beyond economic repair, turned it off and also issued a "*danger: do not use*" notice.

Mr M then got an engineer of his own to look at the boiler. He too found a fault in the heat exchanger mechanism. But he said it didn't involve danger to life, so the boiler could be left working with the water leak being managed.

Mr M complained to Admiral about what had happened, saying he'd been left in a worse position after the repair than he was in before it. Admiral didn't uphold Mr M's complaint. But it offered to pay Mr M's engineer's costs up to his policy limit of £500 as a goodwill gesture (and I understand from Mr M that these have been paid).

Mr M is unhappy with the overall outcome of his complaint, so he's brought it to us. The investigator who looked at it didn't think Admiral needed to do anything more. She said Admiral had tried, with Mr M's agreement, to repair the boiler under the terms and conditions of Mr M's policy but had found it was unsafe and uneconomic to repair.

Mr M disagrees. He says Admiral's actions caused stress to him and his partner and draining their heating and hot water system when the temperature outside was below zero was unjust. So Mr M's complaint has come 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 M's complaint. I'll explain why.

The boiler emergency section of Mr M's home insurance policy said if his heating or hot water system broke down completely, Admiral would arrange and pay for emergency work to be carried out to make a temporary repair of the damage. The policy gave Mr M cover of up to £500 for up to two claims a year. Mr M's policy also said if the repair costs were over £500, he'd have to pay the amount over that if he wanted any repairs done.

I've listened to the call between Admiral and Mr M after the first engineer's visit, when the fault with the boiler was discussed. Admiral's call handler said it recommended replacing the boiler. He made it clear to Mr M what the cost of the repairs would be if Mr M chose to have the boiler repaired instead and that they'd be over the policy limit. The call handler was also clear its engineers wouldn't be able to warranty the repairs, or guarantee they'd fixed the problem, or that other problems wouldn't arise. Having been given this information, Mr M chose to get his boiler repaired. As I've already noted, the second engineer Admiral sent out then found a hairline fracture in the heat exchanger mechanism. In his view, this made the boiler unsafe – hence the “*danger: do not use*” notice he issued.

Mr M has questioned why Admiral turned his boiler off when his engineer subsequently said it was safe to use. In his report, Mr M's engineer confirmed there was a leak but that, when the pressure dropped, it could be replenished. He said the leak could become worse at any time and could cause further damage to the boiler but that it could be used “*even though it is leaking*”. He said he'd left the boiler in operation while Mr M considered his options but “*how long it will continue to operate I cannot say*”.

Admiral's engineers have reviewed Mr M's engineer's report. Admiral says it supports its view that replacing the boiler parts “*would not necessarily achieve a repair and the boiler condition suggests that this isn't economical to repair*”. As to the “*danger: do not use*” notice, Admiral says:

*“based upon the contents of this notice it is difficult to see how the customer's own engineer has safely addressed this (he has made no comment on the warning notice at all) by reconnecting the sensor to allow the boiler to work.”*

Admiral goes on to say “*we can only support our engineer in this; warning notices of this severity are not issued without due consideration*”.

Mr M wants Admiral to reimburse him the cost of the parts – around £240 – that were over his £500 policy limit and pay for a new boiler. From the evidence I have, I don't think that would be a fair and reasonable outcome to this complaint for the following reasons:

- Mr M's policy doesn't cover him for a replacement boiler.
- Admiral made it clear to Mr M the repair might not work and its recommendation was to replace the boiler. Mr M chose to go ahead with the repair, despite Admiral's advice.
- I haven't seen anything to suggest it was unfair or unreasonable of Admiral to rely on its own engineer's assessment that the boiler was beyond economic repair and wasn't safe to use. While Mr M's own engineer recommissioned the boiler and left it running, I think it's implicit in his report that a lasting repair couldn't be carried out (“*how long it will continue to operate I cannot say*”). Also, his report doesn't explain why, in his view, the boiler was safe to use and doesn't mention Admiral's danger

notice at all.

Mr M also wants Admiral to pay him compensation for having to move his family out of their home because there was no heating or hot water, From internal notes Admiral has sent us, Mr M was offered alternative accommodation when he first notified Admiral of the fault but Mr M didn't take up the offer at that point. And I wouldn't have expected Admiral to offer it when the repair failed, given that its recommendation had been to replace the boiler. So, while I understand Mr M and his family found themselves in a distressing situation, I don't think it would be fair and reasonable to require Admiral to compensate Mr M for this.

I've looked at all of Mr M's other comments on this complaint but they don't change my conclusions.

### **My final decision**

For the reasons I've given, I don't uphold Mr M's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 October 2022.

Jane Gallacher  
**Ombudsman**