

The complaint

Mr G has complained that Admiral Insurance (Gibraltar) Limited ('Admiral') didn't deal with a claim under a home emergency policy.

What happened

Mr G contacted Admiral to arrange for an engineer to deal with an issue with his boiler. Admiral said it wouldn't visit because Mr G still had hot water and heating. Mr G phoned Admiral again and said the problem was now worse. Admiral didn't send an engineer. Mr G arranged his own engineer to fix the issue. He then sent Admiral the invoice, but didn't hear anything further. When Mr G complained, Admiral maintained its decision to decline the claim.

Mr G complained to this service. Admiral provided this service with a copy of the response it sent Mr G about his complaint and the policy booklet. However, it didn't respond to any of the requests for further information from our investigator. So, our investigator considered the available evidence and upheld the complaint. She said Mr G had provided an invoice showing he had no heating or hot water. Admiral hadn't explained why it hadn't paid the invoice. Having read the policy terms and conditions, she said it was reasonable that Admiral paid it. She also said Admiral should pay £100 compensation for the delays and frustration caused to Mr G.

Admiral didn't reply, 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 G first contacted Admiral, he still had heating and hot water. Looking at the policy terms and conditions, these said there was only cover where there had been a complete breakdown of the system that meant there was no heating or hot water. So, I think it was reasonable that Admiral didn't send an engineer at that time.

Mr G phoned Admiral again the next day and said he had no heating or hot water. Admiral explained that it would send an engineer but if they found a radiator working, Mr G would be charged for the visit and any work carried out. Following this discussion, Mr G decided to arrange his own engineer. He then sent his engineer's invoice to Admiral, which said there was no central heating. Admiral didn't refund the invoice or explain why it wouldn't do so.

Admiral didn't respond to requests for further information from this service. Our investigator explained to Admiral and Mr G why she thought the complaint should be upheld. Admiral was given further opportunities to provide evidence or comments following our investigator's findings. However, it didn't do so.

I've now considered all the available information on this case. As part of that, I've read the policy booklet. This said Admiral would normally send an engineer to deal with a claim, but would also sometimes reimburse a policyholder. The policy also covered a total failure of heating and hot water, which is what Mr G's engineer said he had dealt with. In the absence of information from Admiral about why it didn't respond to Mr G's request for reimbursement, I think it's fair that it reimburses the invoice, which was for £134.

I also think the lack of response from Admiral will have caused Mr G inconvenience and frustration. So, I also require Admiral to pay £100 compensation.

Putting things right

Admiral should pay Mr G £134 for the cost of his engineer's visit and £100 compensation.

My final decision

For the reasons I have given, it is my final decision that this complaint is upheld. I require Admiral Insurance (Gibraltar) Limited to:

- Pay Mr G £134 to reimburse the cost of his engineer's visit.
- Pay Mr G £100 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 23 November 2022.

Louise O'Sullivan
Ombudsman