

The complaint

Mrs F complains that Admiral insurance (Gibraltar) Limited have declined cover for her claim under her household emergency policy for repairing a gas leak.

What happened

Mrs F holds a home emergency policy with Admiral.

In April 2022 Mrs F had a gas leak in her property. She reported it to the National Gas Emergency Service, who came out and capped the gas pipe at the meter. They advised her that the gas leak was in her kitchen.

Mrs F then rang Admiral to report this and they arranged an engineer who came out the next day. The engineer confirmed that the gas leak was in the kitchen and down the side of a narrow cupboard. He told Mrs F that he would email Admiral and they would ring her the next day.

No call was received, and Mrs F called Admiral several times, and eventually spoke to an adviser who told her that the job that needed to be done wasn't covered and she would need to go through her buildings and contents insurance.

Mrs F employed a private contractor to re-pipe the gas leak and test it, at a cost of £240. She thought this should be covered by Admiral and so she complained.

Admiral issued a final response in June 2022. This said that when the engineer visited, the pipe had already been capped by Cadent and that the engineer had recommended a replacement pipe, which wasn't covered under the policy as there was no trace and access cover.

Mrs F wasn't happy with this and brought her complaint to us.

One of our investigators has looked into Mrs F's complaint and she thought that Admiral should pay for the repair as it was covered under the policy.

Admiral didn't reply to our investigator's view, and so the case has come to me to review.

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.

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I have upheld Mrs F's complaint, and I will explain why.

The terms and conditions of the policy say that internal gas pipes are covered for:

"A leak from the gas supply pipe in your home, between the meter and the gas appliance. We will repair or replace the section of pipe as long as the National Gas Emergency Service have isolated the leak and the source of the leak has been found".

Before Mrs F called Admiral, she rang the National Gas Emergency Service who came and isolated the leak and identified it was in the kitchen. The Gas Safety Warning notice provided by them shows that the leak was "traced to internal pipework. Meter capped @ outlet pending repair".

So, it seems to me that Mrs F had complied with this term of the policy and was eligible for repair or replacement of the pipe.

The engineer who attended reported that the National Gas Emergency Service had capped the supply at the meter. They said in their report "Gas leak is in the kitchen down side of a narrow kitchen unit inaccessible unless cupboards dismantled. A whole new gas carcass is strongly recommended, internal gas pipe comes up through solid concrete beneath floor level. 2 x space heaters in the property are fed off gas. As a new gas carcass is recommended, and due to the fact that the gas comes up through the concrete floor please refer the PH to B&C as this is something our engineers would not be able to deal with". However, Mrs F wasn't told this by the engineer.

The following day Mrs F called Admiral and eventually spoke to an adviser. I have listened to this call. The adviser tells her that job that needs to be done isn't covered under the policy and she needs to go through the buildings and contents insurance. She agrees to transfer Mrs F, but the call then ends and there is nothing in Admiral's notes that records what she was told by buildings and contents. However, Mrs F has told us that Admiral told her that she would need to sort it out herself.

I don't think this is right. I think that Admiral's engineer should have replaced the section of pipe down the side of the cupboard that was causing the leak as that is what the policy says it covers.

So, I've then thought about whether it is fair to ask Admiral to cover the cost of the invoice that Mrs F then incurred in getting the repair done herself.

In the policy exclusions, it says they will not cover "Costs for repairs, parts or services, unless you or a person calling our 24 hour claims helpline on your behalf told us about the repairs, parts or services needed, and we approved a contractor in advance." I'm satisfied that Admiral were aware that Mrs F was going to use a private contractor for the repair as it was on their instruction that she did so. Although they hadn't approved the contractor, this was because they thought they wouldn't be covering the cost of it, but as I'm satisfied that they should have undertaken the repair in the first place, I think it's fair for Admiral to meet the cost of the repair.

In their final response, Admiral have also raised that they are unable to provide cover as trace and access isn't covered under the policy, along with permanent repairs. However, Mrs F hasn't asked for trace and access as the location of the leak has already been established, and the repair that is being requested is not a permanent repair, but the replacement of the piece of damaged pipe to reinstate the gas supply in accordance with the cover outlined in the policy.

So, in view of the above I think that claim should be covered. The policy allows temporary repair up to the value of £500 and this claim is well within this limit.

Putting things right

I think that Admiral should reimburse Mrs F £240 for the cost of the emergency repair to her gas pipe.

They should also pay 8% statutory interest on that sum from the date it was paid to the date of settlement.

My final decision

My decision is that I uphold Mrs F's complaint, and direct Admiral Insurance (Gibraltar) Limited to put things right as above

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or reject my decision before 31 January 2023.

Joanne Ward
Ombudsman