

The complaint

Mr P complains about Admiral Insurance (Gibraltar) Limited's handling of a claim he made under his home emergency policy.

Admiral is the underwriter of this policy i.e. the insurer. Part of this complaint concerns the actions of its agent. As Admiral has accepted it is accountable for the actions of the agent, in my decision, any reference to Admiral includes the actions of the agent.

What happened

In January 2023, Mr P made a claim under his home emergency policy with Admiral after his boiler stopped working. An engineer visited the same day and concluded that a new part was needed.

Admiral told Mr P that the cost of the part exceeded his policy limit. Mr P agreed to pay £96 towards the cost and the part was ordered. About a week after Mr P made his claim, the engineer returned to fit the part. However, he decided not to go ahead with this because the boiler was leaking, and he was concerned about damaging the new part. The engineer told Mr P that the boiler was beyond economical repair.

Mr P raised a complaint with Admiral. He was unhappy that the engineer hadn't covered up the boiler or drained it on his first visit. He believed that this was likely to have caused the issue with condensation which meant the new part couldn't be fitted. He suggested the engineer might have attempted to dry out the boiler and fix it, rather than deciding it needed replacing. He questioned why the engineer hadn't established that the boiler was beyond economical repair during his first visit. Mr P was also unhappy that the engineer had delayed the second appointment by a day and hadn't told him in advance.

Admiral said it didn't agree that the engineer was responsible for the demise of Mr P's boiler nor that delays could have been avoided. It was satisfied the diagnosis and subsequent parts order was carried out in line with the policy's terms and conditions.

Mr P remained unhappy and asked our service to consider his concerns. Our investigator didn't think Admiral needed to contribute to the cost of Mr P's boiler. But she thought Mr P had been caused unnecessary distress and inconvenience because of the service Admiral had provided. So, she recommended it pay Mr P £100 compensation.

Admiral accepted our investigator's recommendation. But Mr P didn't think this was enough to compensate him for the stress he'd experienced. So, the complaint has been passed 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 to uphold Mr P's complaint in part. I'll explain why.

The policy's terms and conditions say that in the event of an emergency, Admiral will *"arrange for one of our authorised contractors to get in touch with you to make an appointment, or settle your claim on a reimbursement basis"*.

"Emergency" is defined in the policy and includes *"where a sudden and unforeseen incident in your home immediately... results in your boiler or heating system totally failing or breaking down, or you having no running hot water"*.

The terms don't give a specific timescale for the authorised contractor to attend. However, the engineer's first visit was the same day the claim was made. So, I'm satisfied that this happened within a reasonable timeframe.

The policy terms also say:

"The availability of parts is an important factor in carrying out emergency repairs. If the authorised contractor does not carry the parts needed when they come out to your emergency, we will do all we reasonably can to find and install parts from our approved suppliers..."

Admiral says that when Mr P's claim was initially logged it was as a loss of central heating and hot water. The engineer attended and no leaks were apparent at that stage. His first point of call was a PCB which he went to quote for. He had to leave the boiler off as it wasn't working. When he returned with the PCB, the leak was apparent and the boiler was showing signs of thawing. Admiral says this was attributed to the location of the boiler.

I appreciate that Mr P is of the opinion that the condensation could have been avoided if the engineer had covered the boiler or drained it during his first visit. However, I haven't seen any expert evidence to support this.

In addition to his comments about the boiler leaking, the engineer has noted that he'd looked at all parts of the boiler and four other parts needed changing. Admiral says the engineer was assessing a fault on the electrical side of the boiler only and had no reason (or leak evident) to access the remainder of the boiler on the initial call out.

It seems likely that the boiler would have been deemed beyond economical repair sooner, if the other parts had been checked. But I don't have enough to say whether or not the rest of the boiler should have been checked on the first visit. In any event, Mr P was advised that the boiler was beyond economical repair six days after his claim. So, I don't think the overall length of time Admiral took to deal with the claim was unreasonable.

I do appreciate that Mr P and his family were left in a cold house with no hot water and even a small delay in resolving their claim would have been distressing for them. I understand that Mr P was caused additional frustration when the engineer didn't give them prior notice that he needed to reschedule his second visit to the next day. I'm also aware that he spent quite a lot of time waiting in queues and on hold, having listened to call recordings.

However, I've considered the impact of these issues on Mr P, and I think £100 fairly recognises the distress and inconvenience he experienced as a result. So, I don't require Admiral to pay compensation above the amount it's already agreed to.

Putting things right

Admiral should pay Mr P £100 for distress and inconvenience.

My final decision

For the reasons I've explained, I uphold Mr P's complaint and direct Admiral Insurance (Gibraltar) Limited to put things right by doing as I've said above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 October 2023.

Anne Muscroft
Ombudsman