

The complaint

Mr M complains about the way Admiral Insurance (Gibraltar) Limited handled a home emergency claim.

Any reference to Admiral includes the actions of its agents.

What happened

The circumstances of this complaint are well known to both parties, so I've summarised events.

- In December 2022, Mr M contacted Admiral when his boiler stopped working.
- Whilst waiting for an engineer to attend, he discovered a burst pipe in his loft and so, turned the water supply off to prevent further damage. He called Admiral to let it know and said he wanted the engineer to deal with the burst pipe as well.
- In the interim, Mr M and his wife moved out of their property for a few days to stay with a relative.
- Admiral's engineer attended six days after Mr M reported the claim. The engineer said a temporary repair to the boiler couldn't be carried out until the burst pipe had been dealt with as the engineer wouldn't be able to pressurise the boiler.
- Mr M complained to Admiral about the service he'd received. Admiral was satisfied it had handled the claim fairly, but it recognised Mr M had experienced difficulties in calling it and offered him £25 compensation to recognise this.
- Unhappy, Mr M brought a complaint to this Service. An Investigator considered it and said Admiral should pay Mr M an additional £150 compensation. She said Mr M had made it clear that he wanted the pipe fixed as well, and because Admiral didn't act in respect of this, he had to carry out the repairs himself.
- Admiral accepted the Investigator's findings, but Mr M didn't consider the compensation to reflect the difficulties he experienced, and so, the complaint has been passed to me for an Ombudsman's 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 so, I agree with the outcome our Investigator reached and I'll explain why.

- I understand Mr M is frustrated with how Admiral handled his claim and has said he wants it to be penalised. But that's not the role of this Service. Instead, we're here to consider individual complaints and any detriment a consumer may have experienced because of a business' action or inaction. So, I've kept this in mind when deciding whether £175 total compensation is fair.

- Understandably, being without utilities was an inconvenience for Mr M and this was no doubt compounded by the breakdown of his boiler occurring during winter. Whilst it wouldn't be reasonable to hold Admiral responsible for inconvenience which might reasonably be expected in a situation like this, I have considered whether its actions caused avoidable distress and inconvenience.
- An engineer attended Mr M's property six days after he reported the claim. Whilst Admiral has said it was experiencing a high demand for its service - meaning there was a lack of engineer availability - ultimately, its responsibility was to provide a quick, temporary repair in an emergency, but I don't consider it to have done that here.
- I've listened to the call Mr M had with Admiral in which he advised a pipe in his loft had burst due to his boiler breaking down and the pipes freezing. Whilst I'm not persuaded Admiral can be held responsible for the burst pipe, Mr M did make it clear he wanted the engineer to deal with the pipe as well. But from what I've seen that message wasn't communicated to the engineer. This meant that when the engineer attended, they were unable to deal with either problem – which was understandably frustrating for Mr M. And resulted in him completing the repairs himself, which was an inconvenience.
- In balance, I must keep in mind the duration Mr M was without heating and hot water was relatively short. And so, whilst I don't doubt Mr M was inconvenienced, I'm satisfied £175 compensation reasonably reflects the difficulties he experienced and is in line with awards this Service makes in respect of distress and inconvenience.

My final decision

My final decision is I uphold this complaint and direct Admiral Insurance (Gibraltar) Limited to pay Mr M:

- £175 compensation in total (it can deduct from this amount any payment it's already paid). Admiral must pay the compensation within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the deadline date for settlement to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 October 2023.

Nicola Beakhust
Ombudsman