

The complaint

Mr S has complained about how Admiral Insurance (Gibraltar) Limited ('Admiral') dealt with a claim under a home emergency policy.

References to Admiral include companies acting on its behalf.

What happened

Mr S contacted Admiral to send an engineer to fix an issue with his central heating. An engineer visited and carried out some repairs. But, he left without completing a full repair because he said there was sludge in the system, which wasn't covered by the policy.

Mr S complained to Admiral. He said he had been charged for some of the repair work, the engineer had removed a central heating part and a call handler had been rude to him. When Admiral replied, it didn't uphold the complaint. It said Mr S had been correctly charged and there wasn't evidence to support that it had done anything wrong for the other issues he had raised.

So, Mr S complained to this service. Our investigator upheld the complaint. He said Admiral hadn't provided evidence to support its findings. So, based on the available evidence, he said it was fair for Admiral to refund the repair charges passed on to Mr S and to pay for his engineer's visit. Admiral also hadn't shown why its position on a failed engineer visit and the actions of a call handler was reasonable. So, our investigator said Admiral should also pay £150 compensation.

As Admiral didn't respond, 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.

The Financial Conduct Authority has made rules and given guidance about our procedures for handling complaints. DISP 3.5.9R and DISP 3.5.14R allows this service to reach a decision on a complaint where a party has failed to provide information by the deadline specified, based on the information we have.

Admiral provided its business file, which included the policy documents. Our investigator requested additional information related specifically to the claim, such as reports and photos. Admiral didn't provide this. Our investigator also later told Admiral the complaint would be referred to an ombudsman and the deadline for providing any further information. That deadline has now passed and Admiral didn't reply. I'm satisfied Admiral was given the opportunity to provide its evidence and that I'm able to make a decision based on the information available to me.

The policy said Mr S would be covered for £500 per home emergency claim. Admiral sent an engineer and, as the claim progressed, calculated that it would cost £725.11 to carry out the repair. So, Mr S had to pay £225.11. However, Admiral didn't complete the repair. Admiral hasn't provided evidence that it was reasonable for it to pass these costs on to Mr S, for what turned out to be an unsuccessful repair. So, I think Admiral needs to refund this payment and pay interest on it, as Mr S lost use of the money.

Mr S also said Admiral's engineer removed the bypass regulator from the boiler, which caused further damage. I've seen Mr S's engineer's invoice. This said the regulator was missing and there was incorrect piping to the 3-port valve. The evidence I've seen showed Admiral carried out work on the regulator. Admiral said there was sludge in the system, which is why the engineer stopped the repair. But, it hasn't provided this service with evidence of the sludge and there's no mention of this on Mr S's engineer invoice. So, based on what I've seen, I think Admiral needs to pay Mr S's invoice for the work his engineer carried out, which is £440. It should also pay interest on that amount, as Mr S lost use of the money.

Admiral said an engineer had arrived at Mr S's property but no-one was there. Mr S disputed this. Mr S also said a claim handler was rude to him. Admiral told him this wasn't the case. However, Admiral hasn't provided this service with evidence to support its position on either of these points. So, I've relied to Mr S's account, which includes that he found Admiral's call handler to be rude and aggressive and wouldn't explain why Mr S had to pay towards the claim. So, thinking about what Mr S described and the other evidence available to me, I think Admiral should pay £150 compensation to reflect the impact on Mr S of how it dealt with the claim.

Putting things right

Admiral should refund Mr S £225.11 for the repair and pay him £440 for the engineer invoice along with interest on those amounts. It should also pay £150 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:

- Refund to Mr S £225.11 for the repair costs.
- Pay Mr S £440 for his engineer's costs.
- Pay 8% simple interest on the above amounts from the date on which Mr S made each payment.
- Pay Mr S £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 23 February 2024.

Louise O'Sullivan
Ombudsman