

The complaint

Mr T complains about Admiral Insurance (Gibraltar) Limited's handling of his home emergency claim.

Any reference to Admiral includes the actions of its agents.

What happened

Mr T holds home emergency cover with Admiral. He made a claim after experiencing a problem with his boiler. Admiral's engineer attended, and replaced some faulty parts. However, a new issue was then found. Admiral's engineer replaced the faulty part, but a further problem was then found (with the pump). The engineer said the boiler was experiencing multiple faults due to its age, and thought it was beyond economic repair (BER). However, due to some miscommunication on Admiral's side, it did then replace the pump.

Mr T says he could smell gas later the same day, and called the engineer back out. He says the engineer only tested the pipework below the boiler. Mr T says he woke up the following day and could again smell gas.

Mr T arranged for his own engineer to attend who found problems with the flue. As his engineer couldn't obtain the parts needed for a repair, the boiler was replaced. Mr T complained to Admiral as he thought its engineer/s had caused damage to the boiler which had resulted in the gas leak. He was also unhappy with various other aspects of the claim.

Admiral issued its final response on the matter. It accepted there had been some delays, and offered Mr T £50 compensation in total for these. However, it didn't think its engineer/s had been responsible for damage which had caused the gas leak. It said that once the repairs were completed there were no leaks at that time. Unhappy with Admiral's response, Mr T brought a complaint to the Financial Ombudsman Service.

Admiral then provided a further response to Mr T on his complaint. Although it still didn't accept that its engineer/s had caused damage to the boiler, it accepted there had been failings in its handling of the claim. It offered Mr T £425 total compensation for these. It also offered to reimburse his engineer's callout charge of £120.

Mr T explained that he wanted us to still consider his complaint, though he clarified that his remaining concerns were that Admiral hadn't accepted that its engineer/s had damaged the boiler and caused the gas leak, and that there was damp in his living room because of the length of time he'd been without a working boiler.

Our investigator didn't recommend the complaint be upheld. He didn't think Mr T had shown that Admiral's engineer/s had damaged the boiler. He also didn't think that the damp in Mr T's living room was Admiral's responsibility.

Mr T didn't accept our investigator's findings, and so the matter has been passed to me for a 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.

Matters have moved on since Admiral issued its final response letter. The majority of Mr T's complaint points have since been resolved by Admiral's compensation offer of £425, plus reimbursement of the £120 call out fee. We've checked with Mr T, and the total amount of £545 has been paid to him.

The remaining issues are that Mr T thinks Admiral should cover the cost of his replacement boiler, and also pay compensation for the damp in his living room. I've therefore only considered these points.

Mr T thinks Admiral should reimburse him for the cost of the replacement boiler because he believes that Admiral's engineer/s damaged his boiler when carrying out repairs, and that this led to a gas leak.

I've read the information provided by Mr T's engineer when the inspection was carried out on 30 January 2023. They said:

'Recently expansion vessel, pump and other bits replaced by another engineer. Boiler was taken off the wall to replace expansion vessel. After that customer reported smell of gas. Cadent capped off meter. I checked with flue integrity check. Failed. Suspected Carbon monoxide escaping from top of boiler. Damaged flue and flue connection.'

Mr T's engineer couldn't replace the flue as the parts weren't available (flue and some seals), and so the whole boiler was replaced.

Admiral checked with its engineer who last carried out a repair on 23 January 2023 – they looked at the report provided from the time which included carbon monoxide and carbon dioxide readings taken. They confirmed that the relevant tightness tests were done before departure with all readings being satisfactory. So it seems there wasn't a gas leak at this time.

I do understand Mr T's concerns, as the boiler failed a flue integrity check soon after the final repair was carried out by Admiral's engineer. However, the information from Mr T's engineer isn't enough for me to conclude that Admiral's engineer/s caused damage to the flue. I say that because we don't know what the damage was, or how it might have happened. Mr T says his engineer told him that Admiral's engineer had damaged the boiler and should be reported for malpractice, but this isn't reflected in his engineer's report.

Also, as I understand it, the flue was originally cemented in but needed to be taken off the wall by Admiral's engineer/s in order for parts to be fitted. This wasn't cemented back in after the boiler was deemed BER, though Admiral has since accepted that it ought to have been. Admiral has paid Mr T for the cost of the cement, which he has accepted.

As the flue wasn't cemented back in, it may be that this was why the flue integrity check failed. However, if that were the case, then presumably the flue being cemented back in would have resolved the issue, and a new flue wouldn't be needed. Though without more information, we don't know what was wrong with the flue and why it needed to be replaced.

Although the flue hadn't been cemented back in as it ought to have been, the relevant tests carried out by Admiral's engineer at the final repair showed that the carbon monoxide and

carbon dioxide readings were satisfactory. So the boiler appears to have been in a safe condition at that time. It's also the case that Mr T's engineer didn't confirm that there was actually a gas leak from the boiler when they carried out an inspection, only that a carbon monoxide leak was suspected. It's not clear to me why this couldn't be confirmed.

Taking everything into account, I don't think the available evidence supports that Admiral's engineer/s damaged Mr T's boiler or that they caused a gas leak.

Mr T is also unhappy that he was without a working boiler for over a month whilst Admiral's engineer/s were carrying out repairs, and says this led to damp in his living room.

Whilst it's really unfortunate that Mr T was without heating for this length of time, it seems to me that Admiral's engineers carried out appropriate repairs based on the issues identified at each inspection. There's no evidence of avoidable delays with the repairs.

Mr T says that if all the faults had been identified at the first visit, he would have known the boiler was BER much sooner and could have had a new boiler fitted. However, we don't know that all the faults were there from the outset. Admiral has explained that it's common for new parts fitted to an older boiler to put a strain on the old parts which causes them to fail, so this may well have happened here.

I therefore don't require Admiral to cover the cost of putting right any damp in the living room that may have been caused by a lack of heating.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 22 July 2024.

Chantelle Hurn-Ryan
Ombudsman